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सं. 16]

नई दिल्ली, अप्रैल 11-अप्रैल 17, 2010, शनिवार/चैत्र 21-चैत्र 27, 1932

No. 16]

NEW DELHI, APRIL 11-APRIL 17, 2010, SATURDAY/CHAITRA 21-CHAITRA 27, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 7 अप्रैल, 2010

का.आ. 956.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तमिलनाडु राज्य सरकार, गृह (पुलिस-VII) की अधिसूचना सं. जी.ओ.एम.एस. 225 दिनांक 25 फरवरी, 2010 द्वारा प्राप्त तमिलनाडु राज्य सरकार, की सहमति से श्री ए. सुब्रमणियन, उप-रजिस्ट्रार श्री रामचन्द्र मेडिकल कालेज और अनुसंधान संस्थान, श्री रामचन्द्र डीम्ड युनिवर्सिटी पोरुर चेन्नई के एक घटक के विरुद्ध भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी, धारा-7 और 15 सपठित धारा 13 (1)(डी) भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) के अधीन दंडनीय अपराधों के अन्वेषण के लिए और प्रयासों, दुष्प्रेरणों और षडयंत्रों या उपर्युक्त अपराधों के सम्बन्ध में तथा उन्ही तथ्यों से उद्भूत किन्ही अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण तमिलनाडु राज्य के सम्बन्ध में करती है।

[फा. सं. 228/25/2010- ए वी डी-11]

मुकेश चतुर्वेदी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 7th April, 2010

S.O. 956.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, Home (Police-VII) Department vide Notification No.G. O. Ms. No.225 dated 25th February, 2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tamil Nadu for investigation of offences punishable under Section 120-B of the Indian Penal Code, 1860 (Act No. 45 of 1860) Sections 7 and 15 read with Section 13 (1) (d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) against Sh. A Subramanian, Deputy Registrar of Sri Ramchandra Medical College and Research Institute, a constituent of Sri Ramchandra Deemed to be University, Porur, Chennai and other unknown persons and attempts, abetments and conspiracies in relation to or in connection with the offences mentioned above and any other offence(s).

committed in the course of the same transaction or arising out of the same facts.

[No. 228/25/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 957.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दी केरल वन अधिनियम 1961 (1962 अधिनियम सं. 4) के अंतर्गत एतद्वारा उन सभी दंडनीय अपराधों को विनिर्दिष्ट करती है जिन्हें दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित किया जाना है तथा उक्त अधिनियम के अंतर्गत एक या उससे अधिक अपराधों के संबंध में प्रयास दुष्प्रेरणा तथा षडयंत्रों का तथा उसी संव्यवहार के अनुक्रम में अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करना है।

[सं. 228/27/2010-ए वी डी-II]

मुकेश चतुर्वेदी, अवर सचिव

New Delhi, the 9th April, 2010

S.O. 957.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specified all the offences punishable under The Kerala Forest Act, 1961 (Act No. 4 of 1962) which are to be investigated by the Delhi Special Police Establishment and attempts, abetments and conspiracies in relation to or in connection with one or more of the offences under said Act and any other offence or offences committed in the course of the same transaction or arising out of the facts.

[No. 228/27/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

कार्यालय, मुख्य आयकर आयुक्त

अधिसूचना, सं. 19/2009-10

जोधपुर, 30 मार्च, 2010

का.आ. 958.—आयकर-अधिनियम 1961 (1961 का 43वा) की धारा 10 (23ग) के खण्ड (vi) के साथ पठित आयकर नियमावली, 1962 के नियम 2ग ए द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त जोधपुर एतद्वारा श्री लाल बहादुर शास्त्री शोध एवं प्रशिक्षण संस्थान, जोधपुर को उक्त धारा के प्रयोजनार्थ निर्धारण वर्ष 2007-08 से आगे तक निम्नलिखित शर्तों के अधीन अनुमोदित करते हैं:-

1. कर निर्धारिती उसकी आय का प्रयोग अथवा उसकी आय का प्रयोग करने के लिए उसका संचयन पूर्णतः तथा अनन्यतः उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई।

2. कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक दृग अथवा तरीकों से भिन्न तरीकों

से उसकी निधि (जेवर-जेवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा।

3. यह आदेश किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रसंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हो।

4. कर निर्धारिती आयकर अधिनियम 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा।

5. विघटन की स्थिति में इसकी अतिरिक्त राशियां और परिसंपत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी और उसका कोई भी भाग संस्थान के किसी सदस्य को नहीं दिया जाएगा।

6. यह अधिसूचना तब तक जारी रहेगी जब तक इसे वापस न लिया जाए।

[संदर्भ सं.-मु. आ. आ./आ.अ.(तक)/जोध / 2009-10/3656]

दिलीप शिवपुरी, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF INCOME-TAX

Notification No. 19/2009-10

Jodhpur, the 30th March, 2010

S.O. 958.—In exercise of the powers conferred by clause (vi) of Section 10 (23C) of the Income-Tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 I, the Chief Commissioner of Income-Tax, Jodhpur hereby approve "Shri Lal Bahadur Shastri Research & Training Institute, Jodhpur" for the purpose of the said Section for the assessment year 2007-08 onward, subject to the following conditions:—

1. The assessee will apply its income, or accumulate for application wholly and exclusively to the objects for which it is established;

2. The assessee will not invest or deposit its funds (other than voluntary contribution received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than any one or more of the forms or modes specified in sub-Section (5) of Section 11;

3. This order will not apply in relation to any income being profits and gain of business unless the business is incidental to the attainment of the objective of the assessee and separate books of accounts are maintained in respect of such business;

4. the assessee will regularly file its return of income before the Income-Tax Authority in accordance with the provisions of Income-Tax Act, 1961;

5. that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives and no part of the same will go to any of the members of the Institution.

6. This notification will remain in force until it is withdrawn.

[Ref. No. CCIT/TO (Tech.)/JU/2009-10/3656]

DILEEP SHIVPURI, Chief Commissioner of Income Tax

वित्त मंत्रालय
(राजस्व विभाग)
(केन्द्रीय प्रत्यक्ष कर बोर्ड)
[अधिसूचना सं. 19/2010]
नई दिल्ली, 31 मार्च, 2010

का.आ. 959.—सर्वसाधारण की जानकारी के लिए एतद्द्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खण्ड (iii) के प्रयोजनार्थ कर निर्धारण वर्ष 2009-2010 के आगे से संगठन बी एम बिरला साइंस एण्ड टेक्नोलॉजी सेंटर, जयपुर को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा;
 - (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से सामाजिक विज्ञान या सांख्यिकीय अनुसंधान करेगा;
 - (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा; अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
 - (iv) अनुमोदित संगठन सामाजिक विज्ञान में अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।
2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-
- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा

- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपर्न लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खण्ड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[फा. सं. 203/84/2009-आ.क.नि.-II]

अजय गोयल, निदेशक

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

[Notification No. 19/2010]

New Delhi, the 31st March, 2010

S. O. 959.—It is hereby notified for general information that the organization B.M. Birla Science and Technology Centre, Jaipur has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5E of the Income-tax Rules, 1962 (said rules) from assessment year 2009-2010 onwards in the category of "Other Institution" engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of account in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social sciences and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- fails to maintain separate books of account referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- fails to furnish its statement of the donations received and sums applied for research in social sciences or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- ceases to carry on its research activities or its research activities are not found to be genuine; or
- ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of Section 35 of the said Act, read with rules 5C and 5E of the said Rules.

[F.No.203/84/2009/ITA-II]

AJAY GOYAL, Director (ITA-II)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 960.—भारतीय स्टेट बैंक (समनुषंगी बैंक) अधिनियम, 1959 की धारा 26 की उप-धारा (2क) के साथ पठित धारा 25 की उप-धारा (1) के खण्ड (गक) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री गोपाल वैद्य (जन्म तिथि 24-12-1952) विशेष सहायक, स्टेट बैंक ऑफ हैदराबाद को 31-12-2012 तक की अवधि के लिए अर्थात् उनके द्वारा अधिवर्षिता की आयु प्राप्त कर लेने की तारीख तक अथवा स्टेट बैंक ऑफ हैदराबाद के कर्मकार कर्मचारी के रूप में उनके पद छोड़ देने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, स्टेट बैंक ऑफ हैदराबाद के निदेशक मण्डल में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 8/10/2009-बीओ-1]

सुमिता डावरा, निदेशक

(Department of Financial Services)

New Delhi, the 8th April, 2010

S. O. 960.—In pursuance of the clause (ca) of sub-section (1) of Section 25, read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Banks)

Act, 1959, the Central Government hereby appoints Shri Gopal Vaidya (DoB 24-12-1952), Special Assistant, State Bank of Hyderabad, as Workmen Employee Director on the Board of Directors of State Bank of Hyderabad for a period up to 31-12-2012 i.e. the date of his attaining the age of superannuation or till he ceases to be a workmen employee of the State Bank of Hyderabad, or until further orders, whichever is the earliest.

[F.No.8/10/2009-BO-I]

SUMITA DAWRA, Director

सूचना एवं प्रसारण मंत्रालय

नई दिल्ली, 31 मार्च, 2010

का. आ. 961.—इस मंत्रालय के दिनांक 10-11-2009 की समसंख्यक संख्या की अधिसूचना के क्रम में तथा चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 एवं 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार द्वारा श्रीमती मीनू गुप्ता, किला स्ट्रीट, सरस्वती शिशु मंदिर रोड, काशीपुर (यू.एस. नगर), उत्तराखण्ड को तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेश होने तक, इनमें से जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड की दिल्ली सलाहकार पैनल का सदस्य नियुक्त किया जाता है।

[फा. सं. 809/8/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND
BROADCASTING

New Delhi, the 31st March, 2010

S.O. 961.—In continuation of this Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Smt. Meenu Gupta, Kila Street, Saraswati Shishu Mandir Road, Kashipur (U.S. Nagar), Uttarakhand as a member of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/8/2009-F(C)]

AMITABH KUMAR, Director (Film)

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 962.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डॉ. बिजोय मुखर्जी को दिनांक 5-3-2007 से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया था जो बर्दवान विश्वविद्यालय का प्रतिनिधित्व करते हैं।

जबकि भारतीय आयुर्विज्ञान परिषद् ने सूचित किया है कि डॉ. बिजॉय मुखर्जी जो भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 की धारा 3(1)(ख) के अधीन बर्दवान विश्वविद्यालय का प्रतिनिधित्व कर रहे हैं, ने अपनी अनुपस्थिति के बारे में कोई मौखिक/लिखित सूचना दिए बगैर दिनांक 15-3-2008, 13-11-2008 और 1-3-2009 को आयोजित परिषद् की लगातार 3 सामान्य निकाय बैठकों में भाग नहीं लिया था। अतः बर्दवान विश्वविद्यालय का प्रतिनिधित्व करने वाले डॉ. बिजॉय मुखर्जी की भारतीय आयुर्विज्ञान परिषद् की सदस्यता समाप्त हो गई है।

इसलिए, अब, उक्त अधिनियम की धारा 7 की उप-धारा (3) के उपबंध के अनुसरण में बर्दवान विश्वविद्यालय का प्रतिनिधित्व करने वाले डॉ. बिजॉय मुखर्जी की भारतीय आयुर्विज्ञान परिषद् की सदस्यता को इस अधिसूचना के जारी होने की तारीख से समाप्त हुआ समझा जाएगा।

[सं. वी-11013/2/2010-एमई (नीति-1)]

अनीता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 5th April, 2010

S. O. 962.—Whereas in pursuance of the provision of sub-section (1)(b) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. Bijoy Mukherjee was elected as a member of the Medical Council of India representing Burdwan University with effect from 5-3-2007.

Whereas the Medical Council of India has informed that Dr. Bijoy Mukherjee who is representing Burdwan University under Section 3(1)(b) of IMC Act, 1956 had not participated in three consecutive General Body Meetings of the Council held on 15-3-2008, 13-11-2008 and 1-3-2009 without any verbal/written communication regarding his absence. Therefore, Dr. Bijoy Mukherjee has ceased to be a member of Medical Council of India representing Burdwan University.

Now, therefore, in pursuance of the provision of sub-section (3) of Section 7 of the said Act, Dr. Bijoy Mukherjee shall be deemed to have ceased to be a member of the Medical Council of India representing Burdwan University with effect from the date of issue of this notification.

[No. V-11013/2/2010-ME(Policy-I)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 963.—केन्द्रीय सरकार भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (ख) के अनुसरण में प्रो. एम. अशराफ मलिक, प्रधानाचार्य, जे. एन. मेडिकल कालेज, अलीगढ़ मुस्लिम विश्वविद्यालय, अलीगढ़, कायचिकित्सा संकाय सदस्य को अलीगढ़ मुस्लिम विश्वविद्यालय की सीनेट द्वारा सर्वसम्मति से इस अधिसूचना के जारी होने की तारीख से

पांच वर्षों के लिए भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतएव अब, केन्द्र सरकार उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (ख) के अन्तर्गत निर्वाचित” के अंतर्गत क्रम संख्या 42 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :-

“42 प्रो. अशराफ मलिक,
प्रधानाचार्य,
जे.एन. मेडिकल कालेज,
अलीगढ़ मुस्लिम विश्वविद्यालय,
अलीगढ़

अलीगढ़ मुस्लिम
विश्वविद्यालय”

[सं. वी.-11013/14/2009-एमई (नीति-1)]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 5th April, 2010

S. O. 963.—Whereas in pursuance of the provision of sub-section (1)(b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Prof. M. Ashraf Malik, Principal, J. N. Medical College, Aligarh Muslim University, Aligarh, a member of the faculty of Medicine, Aligarh Muslim University has been elected unanimously by the Court of Aligarh Muslim University to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :-

In the said Notification, under the heading, “Elected under clause (b) of sub-section (1) of Section 3”, against serial number 42, the entries shall be substituted by the following :-

“42. Prof. M. Ashraf Malik,
Principal,
J. N. Medical College,
Aligarh Muslim University,
Aligarh.

Aligarh Muslim
University”.

[No. V-11013/14/2009-ME(P-I)]

ANITA TRIPATHI, Under Secy.

विद्युत मंत्रालय

नई दिल्ली, 31 मार्च, 2010

का.आ. 964.—केन्द्र सरकार सार्वजनिक स्थल (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लि.) सांविधिक प्राधिकरण के अधिकारी श्री राकेश एन. सहाय, प्रबंधक (मानव संसाधन) को भारत सरकार के राजपत्रित अधिकारी के समतुल्य पद पर संपदा अधिकारी नियुक्त करती है और इस प्रयोजन हेतु विद्युत मंत्रालय, भारत सरकार की अधिसूचना संख्या का.आ. 1590 दिनांक 8 जुलाई, 1993 में निम्नलिखित संशोधन करती है; अर्थात् :-

उक्त अधिसूचना की तालिका में क्रम सं. 6 और संबंधित प्रविष्टियां निम्नलिखित रूप से प्रतिस्थापित होंगी, अर्थात् :-

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|--|---|
| “6. श्री राकेश एन. सहाय, प्रबंधक (मानव संसाधन), नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) सिंगरौली सुपर पावर प्रोजेक्ट, उत्तर प्रदेश। | एनटीपीसी लिमिटेड से संबंधित अथवा उसके द्वारा पट्टे पर लिए गए तथा सिंगरौली सुपर थर्मल पावर प्रोजेक्ट के डाकघर शक्ति नगर, जिला सोनभद्र, उत्तर प्रदेश, पिन-231222 के प्रशासनिक नियंत्रण के अंतर्गत आने वाले सभी स्थल।” |
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[फा. सं. 8/6/1992-थर्मल-1]

आई. सी. पी. केशरी, संयुक्त सचिव

पाद टिप्पणी : भारत के राजपत्र में मुख्य अधिसूचना दिनांक 8 जुलाई, 1993 के का.आ. सं. 1590 के द्वारा तथा अंतिम संशोधन दिनांक 1 फरवरी, 2007 के का.आ. सं. 464 के द्वारा प्रकाशित किया गया।

MINISTRY OF POWER

New Delhi, the 31st March, 2010

S.O. 964.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Shri Rakesh, N. Sahay, Manager (Human Resources), an officer of the National Thermal Power Corporation Limited (NTPC Limited.), a statutory authority and equivalent to the rank of Gazetted Officer of the Government, to be Estate Officer and for that purpose makes the following further amendments in the notification of the Government of India, in the Ministry of Power number S. O. 1590, dated the 8th July, 1993, namely :—

In the said notification, in the Table, for serial number 6 and the entries relating thereto, the following shall be substituted, namely :—

| | |
|---|---|
| “6. Shri Rakesh N. Sahay, Manager (Human Resources), National Thermal Power Corporation Limited (NTPC Limited.) Singrauli Super Thermal Power Project, Uttar Pradesh. | All premises belonging to, or taken on lease by the National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Singrauli Super Thermal Power Project, P.O. Shakti Nagar, District Sonbhadra, Uttar Pradesh, Pin : 231222.” |
|---|---|

[F. No.8/6/1992-T.H.1]

I. C. P. KESHARI, Jt. Secy.

Foot Note : The principal notification was published in the Gazette of India *vide* number S. O. 1590, dated the 8th July, 1993 and last amended *vide* number S. O. 464, dated the 1st February, 2007.

नई दिल्ली, 31 मार्च, 2010

का.आ. 965.—केंद्र सरकार सार्वजनिक स्थल (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लि.) सांविधिक प्राधिकरण के अधिकारी श्री पंकज कुमार, उप प्रबंधक को भारत सरकार के राजपत्रित अधिकारी के समतुल्य पद पर संपदा अधिकारी नियुक्त करती है और इस प्रयोजन हेतु विद्युत मंत्रालय, भारत सरकार की अधिसूचना संख्या का.आ. 1760 दिनांक 08 जून, 1990 में निम्नलिखित संशोधन करती है; अर्थात् :-

उक्त अधिसूचना की तालिका में क्रम सं. 1 और संबंधित प्रविष्टियां निम्नलिखित रूप से प्रतिस्थापित होंगी, अर्थात् :-

| | |
|--|---|
| “1. श्री पंकज कुमार, उप प्रबंधक कोरबा सुपर, थर्मल पावर प्रोजेक्ट, नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड), मध्य प्रदेश। | एनटीपीसी लिमिटेड से संबंधित अथवा उसके द्वारा पट्टे पर लिए गए तथा कोरबा सुपर थर्मल पावर स्टेशन, कोरबा, जिला बिलासपुर, मध्य प्रदेश के प्रशासनिक नियंत्रण के अंतर्गत आने वाले सभी स्थल।” |
|--|---|

[फा. सं. 8/6/1992-थर्मल-1]

आई. सी. पी. केशरी, संयुक्त सचिव

पाद टिप्पण : भारत के राजपत्र में मुख्य अधिसूचना दिनांक 8 जून, 1990 के संख्या का.आ. 1760 के द्वारा तथा अंतिम संशोधन दिनांक 15 मई, 2006 के संख्या का.आ. 1911 के द्वारा प्रकाशित किया गया।

New Delhi, the 31st March, 2010

S.O. 965.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Shri Pankaj Kumar, Deputy Manager, an officer of the National Thermal Power Corporation Limited (NTPC Limited), a statutory authority and equivalent to the rank of gazetted officer of the Government, to be estate officer and for that purpose makes the following further amendments in the notification of the Government of India, in the Ministry of Power number S. O. 1760, dated the 8th June, 1990, namely :—

In the said notification, in the Table, for serial number 1 and the entries relating thereto, the following shall be substituted, namely :—

| | |
|--|--|
| “1. Shri Pankaj Kumar, Deputy Manager, Korba Super Thermal Power Project, National Thermal Power Corporation Limited (NTPC Limited), Madhya Pradesh. | All premises belonging to, or taken on lease by the National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Korba Super Thermal Power Station, Korba, District Bilaspur, Madhya Pradesh.”. |
|--|--|

[F. No. 8/6/1992-TH. I]

I. C. P. KESHARI, Jr. Secy.

Foot Note : The principal notification was published in the Gazette of India vide number S. O. 1760, dated the 8th June, 1990 and last amended vide number S. O. 1911, dated the 15th May, 2006.

नई दिल्ली, 31 मार्च, 2010

का.आ. 966.—सार्वजनिक स्थल (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा निम्नलिखित तालिका के कॉलम (1) में उल्लिखित नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) एक सांविधिक प्राधिकरण के अधिकारियों को उपर्युक्त अधिनियम के प्रयोजन हेतु भारत सरकार के राजपत्रित अधिकारी के समतुल्य पद पर सम्पदा अधिकारी नियुक्त करती है जो उक्त तालिका के कॉलम (2) में संगत प्रविष्टि में उल्लिखित सार्वजनिक स्थलों की श्रेणियों के संबंध में अपने संबंधित अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा अथवा उसके अंतर्गत संपदा अधिकारियों को प्रदत्त की गई शक्तियों का उपयोग और कर्तव्यों का निर्वहन करेंगे, अर्थात् :—

तालिका

| क्रम अधिकारी का नाम व पद सं. | सार्वजनिक परिसर की श्रेणी एवं अधिकार क्षेत्र की स्थानीय सीमा |
|--|--|
| “1. श्री गजाधर सिंह, मुख्य प्रबंधक (मानव संसाधन), नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) लोहारीनाग पाला हाइड्रो पावर प्रोजेक्ट, पी.ओ. भटवारी, जिला : उत्तर काशी, उत्तराखंड, पिन कोड-249135। | नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) से संबंधित अथवा इसके द्वारा पट्टे पर लिए गए तथा इसकी लोहारी-नाग पाला हाइड्रो पावर प्रोजेक्ट, पी.ओ. भटवारी, जिला : उत्तर काशी, उत्तराखंड, पिन कोड-249135 के प्रशासनिक नियंत्रण के अंतर्गत सभी स्थल। |
| 2. श्री एन.के. सिंह, उप महाप्रबंधक, नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड), तपोवन विष्णुगाड हाइड्रो पावर प्रोजेक्ट, कागभुशुंडी, गढ़वाल स्काउट्स के निकट, बद्रीनाथ रोड, जोशीमठ, जिला : चमोली, उत्तराखंड, पिन कोड-246443। | नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड) से संबंधित अथवा इसके द्वारा पट्टे पर लिए गए तथा इसकी तपोवन विष्णु-गाड हाइड्रो पावर प्रोजेक्ट, कागभुशुंडी, गढ़वाल स्काउट्स के निकट, बद्रीनाथ रोड, जोशीमठ, जिला : चमोली, उत्तराखंड, पिन कोड-246443 के प्रशासनिक नियंत्रण के अंतर्गत सभी स्थल।” |

[फा. सं. 8/6/1992-टी.एच. I]

आई. सी. पी. केशरी, संयुक्त सचिव

New Delhi, the 31st March, 2010

S.O. 966.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the following Table, being officers of the National Thermal Power Corporation Limited (NTPC Limited), a statutory authority and equivalent to the rank of gazetted officer of the Government, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, within the local limits of their respective jurisdiction in respect of the categories of public premises specified in the corresponding entry in column (2) of the said Table, namely :—

TABLE

| Sl. No. | Name and designation of officer | Categories of public premises and local limits of jurisdiction |
|---------|--|---|
| (1) | | (2) |
| "1. | Shri Gajadhar Singh, Chief Manager (Human Resources), National Thermal Power Corporation Limited (NTPC Limited), Lohari Nag Pala Hydro Power Project, P. O. Bhatwari, District : Uttarakashi, Uttarakhand, Pincode-249135. | All premises belonging, to or taken on lease by National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Lohari Nag Pala Hydro Power Project, P. O. Bhatwari, District : Uttarakashi, Uttarakhand, Pincode-249135. |
| 2. | Shri N. K. Singh, Deputy General Manager, National Thermal Power Corporation Limited, (NTPC Limited,) Tapovan Vishnugad Hydro Power Project, Kagbhusandi, Near Garhwal Scouts, Badrinath Road, Joshimath, District : Chamoli, Uttarakhand, Pincode-246443. | All premises belonging to, or taken on lease by the National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Tapovan Vishnugad Hydro Power Project, Kagbhusandi, Near Garhwal Scouts, Badrinath Road, Joshimath, District : Chamoli, Uttarakhand, Pincode-246443." |

[F. No. 8/6/1992-TH. I]

I. C. P. KESHARI, Jt. Secy.

नई दिल्ली, 31 मार्च, 2010

का.आ. 967.—केंद्र सरकार सार्वजनिक परिसर (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लि.) के सांविधिक प्राधिकरण के अधिकारी श्री एस.के. मुखर्जी, उप प्रबंधक (मानव संसाधन) को भारत सरकार के राजपत्रित अधिकारी के समतुल्य पद पर संपदा अधिकारी नियुक्त करती है और इस प्रयोजन हेतु विद्युत मंत्रालय, भारत सरकार की अधिसूचना संख्या का.आ. 299 दिनांक 29 दिसंबर, 1995 में निम्नलिखित संशोधन करती है; अर्थात् :—

उक्त अधिसूचना की तालिका में क्रम सं. 1 और संबंधित प्रविष्टियां निम्नलिखित रूप से प्रतिस्थापित होंगी, अर्थात् :

| | | |
|-----|--|---|
| "1. | श्री एस.के. मुखर्जी, उप प्रबंधक (मानव संसाधन), नेशनल थर्मल पावर कारपोरेशन लिमिटेड, (एनटीपीसी लिमिटेड), कहलगांव सुपर थर्मल पावर प्रोजेक्ट, बिहार। | एनटीपीसी लिमिटेड से संबंधित अथवा उसके द्वारा पट्टे पर लिए गए तथा कहलगांव सुपर थर्मल पावर प्रोजेक्ट, डाकघर दीप्तिनगर, जिला भागलपुर, बिहार, पिन-813203 के प्रशासनिक नियंत्रण के अंतर्गत आने वाले सभी स्थल।" |
|-----|--|---|

[फा. सं. 8/6/1992-थर्मल-1]

आई. सी. पी. केशरी, संयुक्त सचिव

पाद टिप्पण : भारत के राजपत्र में मुख्य अधिसूचना दिनांक 29 दिसंबर, 1995 के संख्या का.आ. 299 के द्वारा तथा अंतिम संशोधन दिनांक 18 मई, 2007 के संख्या का.आ. 1590 के द्वारा प्रकाशित किया गया।

New Delhi, the 31st March, 2010

S.O. 967.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Shri S. K. Mukherjee, Deputy Manager (Human Resources), an officer of the National Thermal Power Corporation Limited (NTPC Limited), a statutory authority and equivalent to the rank of gazetted officer of the Government, to be estate officer and for that purpose makes the following further amendments in the notification of the Government of India, in the Ministry of Power number

S. O. 299, dated the 29th December, 1995, namely :—

In the said notification, in the Table, for serial number 1 and the entries relating thereto, the following shall be substituted, namely :—

| | |
|---|--|
| "1. Shri S. K. Mukherjee, Deputy Manager, (Human Resources), National Thermal Power Corporation Limited, (NTPC Limited) Kahalgaon Super Thermal Power Project, Bihar. | All premises belonging to, or taken on lease by National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Kahalgaon Super Thermal Power Project, P. O. Deeptinagar, District-Bhagalpur, Kahalgaon-813 203, Bihar." |
|---|--|

[F. No. 8/6/1992-TH. I]

I. C. P. KESHARI, Jt. Secy.

Foot Note : The principal notification was published in the Gazette of India vide number S. O. 299, dated the 29th December, 1995 and last amended vide number S. O. 1590, dated the 18th May, 2007.

नई दिल्ली, 31 मार्च, 2010

का.आ. 968.—केंद्र सरकार सार्वजनिक स्थल (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लि.) सांविधिक प्राधिकरण के अधिकारी श्री विल्सन अब्राहम, प्रबंधक (मानव संसाधन) को भारत सरकार के राजपत्रित अधिकारी के समतुल्य पद पर संपदा अधिकारी नियुक्त करती है और इस प्रयोजन हेतु विद्युत मंत्रालय, भारत सरकार की अधिसूचना संख्या का.आ. 2423 दिनांक 2 जुलाई, 2002 में निम्नलिखित संशोधन करती है; अर्थात् :—

उक्त अधिसूचना की तालिका में क्रम सं. 1 और संबंधित प्रविष्टियां निम्नलिखित रूप से प्रतिस्थापित होंगी, अर्थात् :

| | |
|--|---|
| "1 श्री विल्सन अब्राहम, प्रबंधक (मानव संसाधन), सीपत सुपर थर्मल पावर प्रोजेक्ट, नेशनल थर्मल पावर कारपोरेशन लिमिटेड (एनटीपीसी लिमिटेड), छत्तीसगढ़। | एनटीपीसी लिमिटेड से संबंधित अथवा उसके द्वारा पट्टे पर लिए गए तथा सीपत सुपर थर्मल पावर प्रोजेक्ट, डाकघर सीपत, जिला बिलासपुर, पिन-495558 छत्तीसगढ़ के प्रशासनिक नियंत्रण के अंतर्गत आने वाले सभी स्थल।" |
|--|---|

[फा. सं. 8/6/1992-थर्मल-1]

आई. सी. पी. केशरी, संयुक्त सचिव

पाद टिप्पण : भारत के राजपत्र में मुख्य अधिसूचना सं. का.आ. 2423 दिनांक 2 जुलाई, 2002 के जरिए प्रकाशित की गई।

New Delhi, the 31st March, 2010

S.O. 968.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Shri Wilson Abraham, Manager (Human Resources), an officer of the National Thermal Power Corporation Limited (NTPC Limited), a statutory authority and equivalent to the rank of gazetted officer of the Government, to be estate officer and for that purpose makes the following amendments in the notification of the Government of India, in the Ministry of Power number S. O. 2423, dated the 2nd July, 2002, namely :—

In the said notification, in the Table, for serial number 1 and the entries relating thereto, the following shall be substituted, namely :—

| | |
|---|---|
| "1. Shri Wilson Abraham, Manager (Human Resources), Sipat Super Thermal Power Project, National Thermal Power Corporation Limited (NTPC Limited), Chhattisgarh. | All premises belonging to, or taken on lease by National Thermal Power Corporation Limited (NTPC Limited) and under the administrative control of its Sipat Super Thermal Power Project, P. O. Sipat, District-Bilaspur-495 558, Chhattisgarh." |
|---|---|

[F. No. 8/6/1992-TH. I]

I. C. P. KESHARI, Jt. Secy.

Foot Note : The principal notification was published in the Gazette of India vide number S. O. 2423, dated the 2nd July, 2002

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

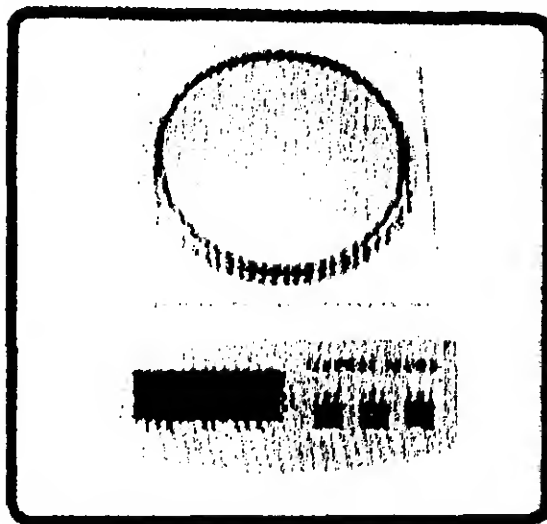
(उपभोक्ता मामले विभाग)

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 969.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स वेंसर वेडिंग स्केल्स लिमिटेड, मारुति काम्पलैक्स, भूतल नं. 1, नरसिम्हों देसारी लेन (60 एन एस सी ब्रांस रोड के पास) सोकार्पेट, चेन्नै-600079, तमिलनाडु द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग II) वाले “ईसीबी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “WENSAR” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/366 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 300 ग्रा. है और न्यूनतम क्षमता 200 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 मि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के सीलिंग करने का योजनाबद्ध डायग्राम

स्केल के बाटम प्लेट और टॉप कवर के दो छेदों में से सीलिंग वायर निकाल कर सीलिंग की जाती है। स्केल की बाड़ी में से सीलिंग वायर निकाल कर, स्टाम्पिंग के लिए लीड सील के साथ स्टाम्पिंग प्लेट को जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के “ई” मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^1 , 2×10^1 और 5×10^1 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (271)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)**

New Delhi, the 8th April, 2010

S.O. 969.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy Class-II) of series "ECB" and with brand name "WENSAR" (hereinafter referred to as the said model), manufactured by M/s. Wensar Weighing Scales Limited, Maruthi Complex, Ground Floor, No. 1, Narasimha Desari Lane, (inside 60A, N.S.C. Bose Road), Sowcarpet, Chennai-600079 which is assigned the approval mark IND/09/08/366;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 300 g and minimum capacity of 200mg. The verification scale interval (e) is 10mg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

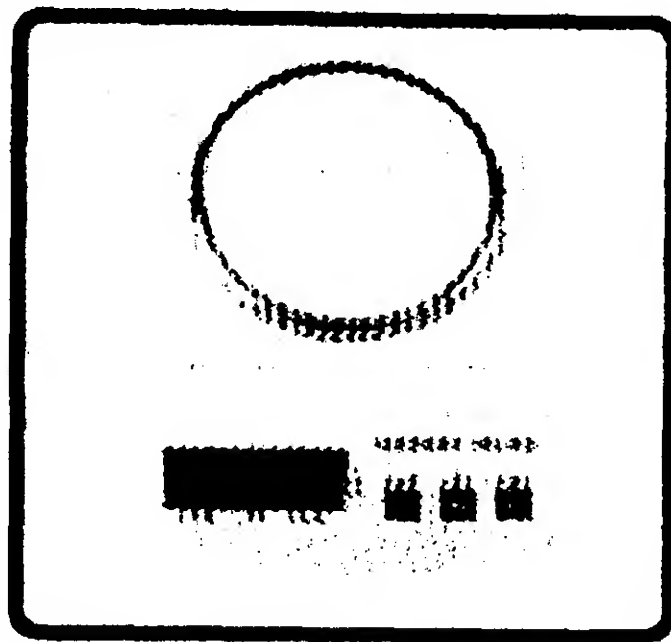


Figure-2 Schematic diagram of sealing provision of the model

The sealing is done through the hole, made in the bottom plate and top cover of the scale, and then sealing wire is passed through these two hole. Stamping plate is connected through sealing wire passing from the body of scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (271)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 970.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एसीआई सिस्टम्स एंड सर्विसिज, # 255, II मैन रोड, नेहरु नगर, कोटिक्कम, चैन्नई 600096 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "यूडब्ल्यू-202-बी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टैंक वेंडिंग सिस्टम बैचिंग सुविधा सहित) के मॉडल का, जिसके ब्रांड का नाम "यूनिवे" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/319 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रिक टैंक वेंडिंग सिस्टम बैचिंग सुविधा सहित) है। इसकी अधिकतम क्षमता 5000 कि.ग्रा. है और न्यूनतम क्षमता 20 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 इंडीकेटर के मॉडल का सीलिंग प्रावधान

सीलिंग करने का तरीका और स्थान इंडीकेटर के पिछली तरफ आऊटर कवर और रियर प्लेट काटकर दो छेद किए गए हैं और स्टाम्प और सील के सत्यापन के लिए इन छेदों को लीड वायर से बांधा गया है। सील से छेड़छाड़ किए बिना इसे खोला नहीं जा सकता।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 10000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (72)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 970.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tank Weighing System with Batching Facility) with digital indication of medium accuracy (Accuracy Class-III) of series "UW-202 B-" and with brand name "UNIWEIGH" (hereinafter referred to as the said model), manufactured by M/s. ACI Systems & Services, # 255, II Main Road, Nehru Nagar, Kottivakkam, Chennai-600096 and which is assigned the approval mark IND/09/08/319;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Tank Weighing System with Batching Facility) with a maximum capacity of 5000 kg. and minimum capacity of 20kg. The verification scale interval (e) is 1 kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

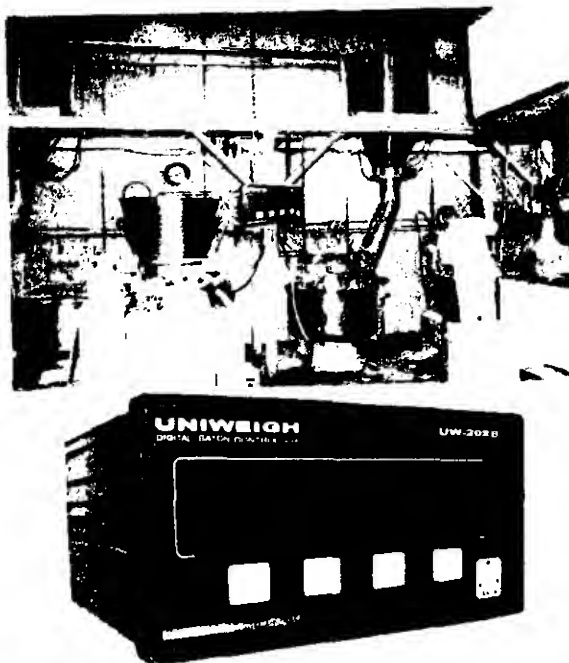


Figure-2 Sealing provision of the indicator of model

Manner & Place of Sealing : By the rear side of the indicator 2 holes are made by cutting the outer cover and rear plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The indicator cannot be opened without tampering the seal.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 50 kg. to 10000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

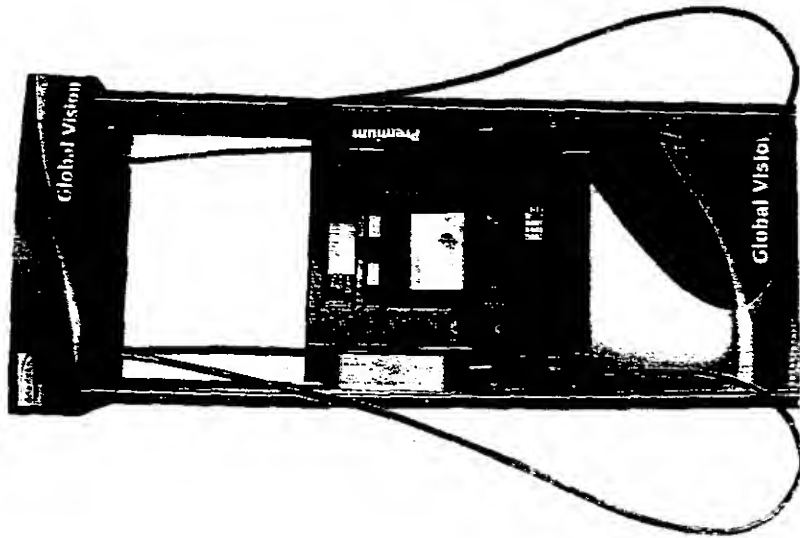
[F. No. WM-21 (72)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 971.—केन्द्रीय सरकार का, विहित प्राधिकारी नीदरलैंड मोटिनस्टिटूट (एन एम आई), नीदरलैंड द्वारा जारी मॉडल अनुमोदन पत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की उप-धारा (3) के परन्तुक और धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियाँ का प्रयोग करते हुए, मैसर्स ड्रेसर इंडस्ट्रियाई कोमर्सिओ डिबिसाओ वायने, इस्ट्राडा डो टिम्बो, 126-हिग्नोपोलिस-रिओ डी जेनिरो-आरजे, ब्राजील द्वारा विनिर्मित ग्लोबल विज़िन थ्रूखला के फ्यूल डिस्पेंसिंग पम्प, अंकक सूचन सहित (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स जनरल एनर्जी मैनेजमेंट सिस्टम्स प्रा. लि., 521-522, कमर्शियल प्लाजा, होटल ली मेरिडन, विंडसर प्लेस, नई दिल्ली-110001 द्वारा बिक्री से पूर्व या बाद में बिना किसी बदलाव के विपणीत किया है और जिसे अनुमोदन चिह्न आई एन डी/13/08/227 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।



आकृति-2 : मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम।

टोटलाइजर की सीलिंग के लिए एक सील प्लेट लगाकर, सील प्लेट के टाप में बने छिद्रों में से स्कू नट के साथ कम कर मील किया जाता है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उक्त मॉडल इलेक्ट्रानिक और पॉजिटिव डिस्पलेसमेंट मॉडल जो डिस्पेंसिंग यूनिट प्रचालन में अटेंडिड या स्टैंड अलोन मॉड के मिडॉन पर कार्य करता है। उपकरण एक ही समय एक से चार उत्पाद का वितरण कर सकता है और मॉड के विभिन्न नम्बरों पर प्रचालन करता है। इसकी अधिकतम प्रवाह रेंज Qms 40, 70, 90 या 130 लिटर प्रति मिनट है और मिश्रण के मामले में Qms 40 लिटर मिनट और न्यूनतम प्रवाह दर 4, 4, 4 और 13 लिटर/मिनट और इसका यथार्थता वर्ग 0.5 है। इसका उपयोग पेट्रोलियम उत्पादों के माप के लिए होता है। मॉडल 6 अंकों में और अधिकतम दस मूल्य 6 अंकों में प्रदर्शित करता है। इसमें प्री सेट सुविधा भी है। उक्त मॉडल का ओआईएमएल नंबर 117 के अनुसार परीक्षण किया गया है।

[फा. सं. डब्ल्यू एन-21 (55)-2008]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 971.—Whereas the Central Government, after considering the report submitted to it along with the pattern evaluation report and test result granted and approved by the prescribed authority, a notified body for the purpose in the Neatherlands Meetinstituut (NMI), Neatherlands is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of model of Fuel Dispensing Pump with digital indication (hereinafter referred to as the said model) of series Global Vision manufactured by M/s. Dresser Industria e Comercio Ltda, Wayne Division, Divisao Wayne, Estrada do Timbo, 126, Higienopolis, Rio de Janerio-RJ, Brazil and marketed in India without any alteration before or after sale by M/s. General Energy Management Systems Pvt. Ltd., No. 521-522, Commercial Plaza, Hotel Le Meridian, Windsor Place, New Delhi-110001 and which is assigned the approval mark IND/13/08/227;

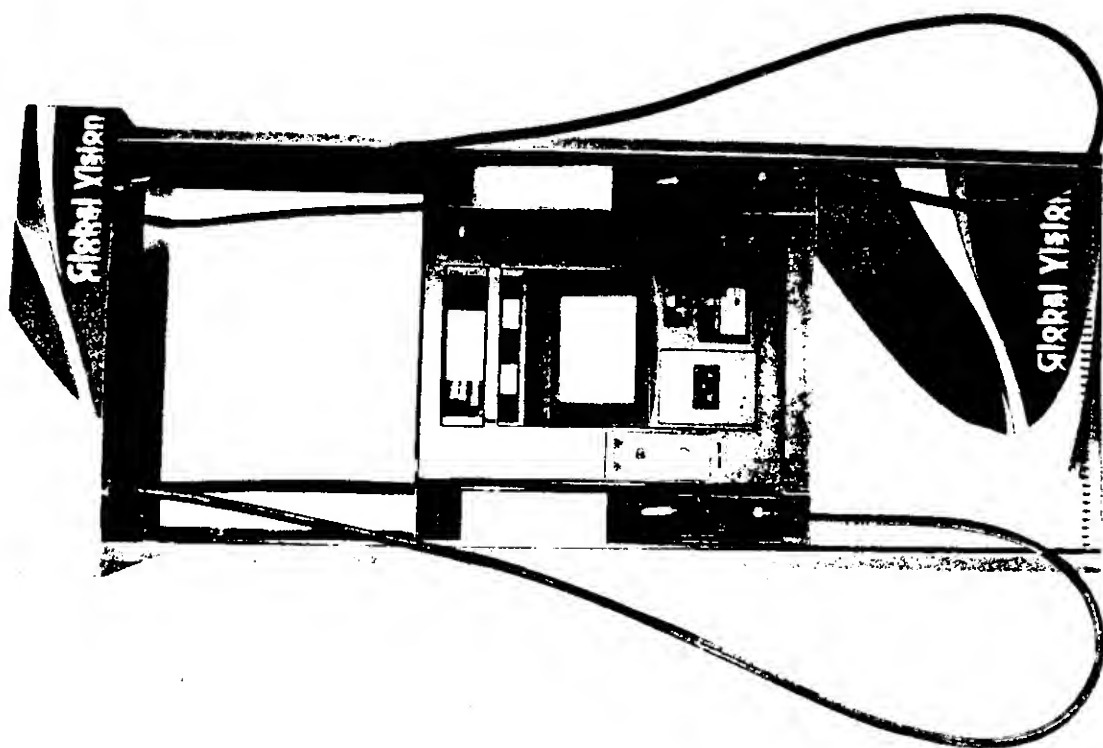


Figure-2 : Sealing diagram of the sealing provision of the model.

For Sealing the totalizer a seal plate is inserted and screws are passed through the holes located in the top of the seal plate and tighten with the nut and then sealed. A typical schematic diagram of sealing provision of the model is given above.

The said model is working on the principle of electronic and positive displacement meter comprising of a dispensing unit operating in attended or stand-alone mode. The equipment may dispense one to four products at a time and operate in different number of modes. Its maximum flow range Q_{max} of 40, 70, 90 or 130 litre per minute and in case of blending the Q_{max} is 40 litre/minute and corresponding minimum flow rate is 4, 4, 4 and 13 litre/minute and its accuracy class is 0.5. It is used for the measurement of petroleum products. The volume is indicated by 6 digits, and maximum price to pay by 6 digits. It is also having pre set facility. The said model has been tested according to OIML R 117 specifications.

[F. No. WM-21 (55)/2008]

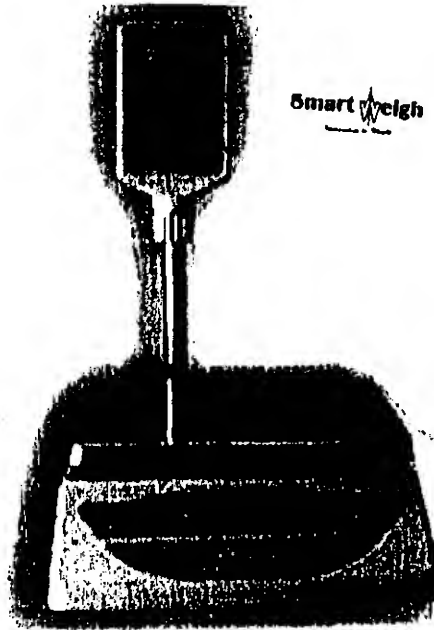
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 972.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स यूनिवर्सल मार्केटिंग, 6-3-609/1/2ए, प्रथम तल, आनन्द नगर कालोनी, खैराबाद, हैदराबाद-500004 आंध्र प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसडब्ल्यूटी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "स्मार्ट वे" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/218 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : उपकरण के मॉडल का सीलिंग प्रावधान।

तोलन उपकरण के दांयी तरफ इंडीकेटर के ऊपरी कवर और तल प्लेट को काटकर दो छेद किए गए हैं और स्टाम्प और सील के सत्यापन के लिए इन दो छेदों को लीड तार से बांधा गया है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (74)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 972.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop Type) with digital indication of "SWT" series of medium accuracy (Accuracy Class-III) and with brand name "SMART WEIGH" (hereinafter referred to as the said model), manufactured by M/s. Universal Marketing, # 6-3-609/1/2/A, 1st Floor, Anand Nagar Colony, Khairathabad, Hyderabad-500004, A. P. and which is assigned the approval mark IND/09/08/218;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop Type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

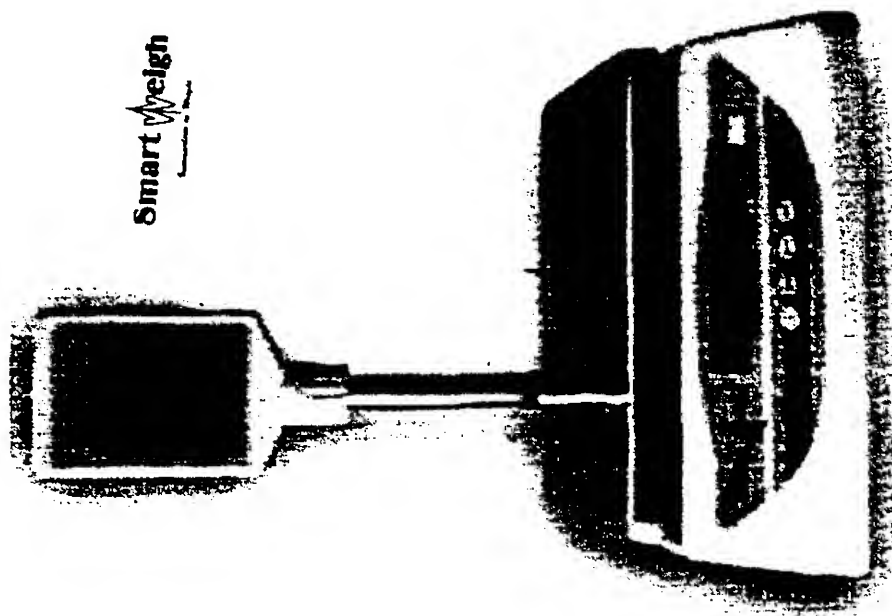


Figure-2 : Sealing diagram of the model.

Sealing is done by making the holes at the bottom plate and the upper cover of the weighing instrument from the right side and fastening a leaded wire for receiving the verification stamp and seal. The instrument can not be opened until seal is broken. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No. WM-21 (74)/2008]

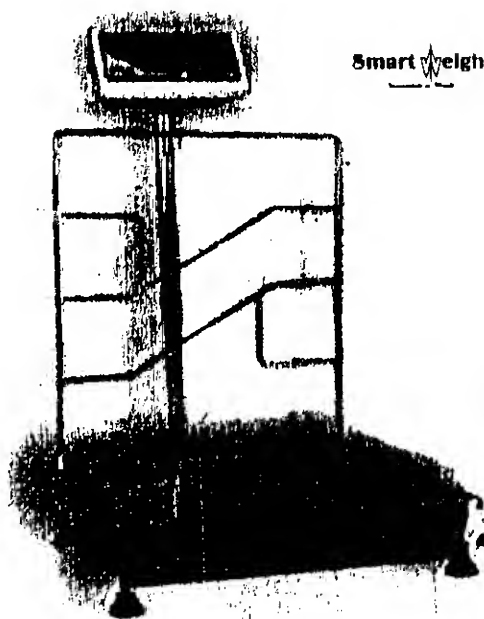
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 973.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स यूनिवर्सल मार्केटिंग, # 6-3-609/1/2ए, प्रथम तल, आनन्द नगर कालोनी, खैराबाद, हैदराबाद-500004 आंध्र प्रदेश द्वारा विनिर्मित यथार्थता (यथार्थता वर्ग III) वाले “एसडब्ल्यूपीटी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम “समार्ट वे” है (जिसके इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/219 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : उपकरण के मॉडल का सीलिंग प्रावधान।

तोलन उपकरण के दांयी तरफ इंडीकेटर के ऊपरी कवर और तल प्लेट को काटकर दो छेद किए गए हैं और स्टाम्प और सील के सत्यापन के लिए इन दो छेदों को लीड तार से बांधा गया है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(74)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 973.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform Type) with digital indication of medium accuracy (Accuracy Class-III) of series "SWPT" and with brand name "SMART WEIGH" (hereinafter referred to as the said model), manufactured by M/s. Universal Marketing, # 6-3-609/1/2/A, 1st Floor, Anand Nagar Colony, Khairathabad, Hyderabad-500004, A. P. and which is assigned the approval mark IND/09/08/219;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

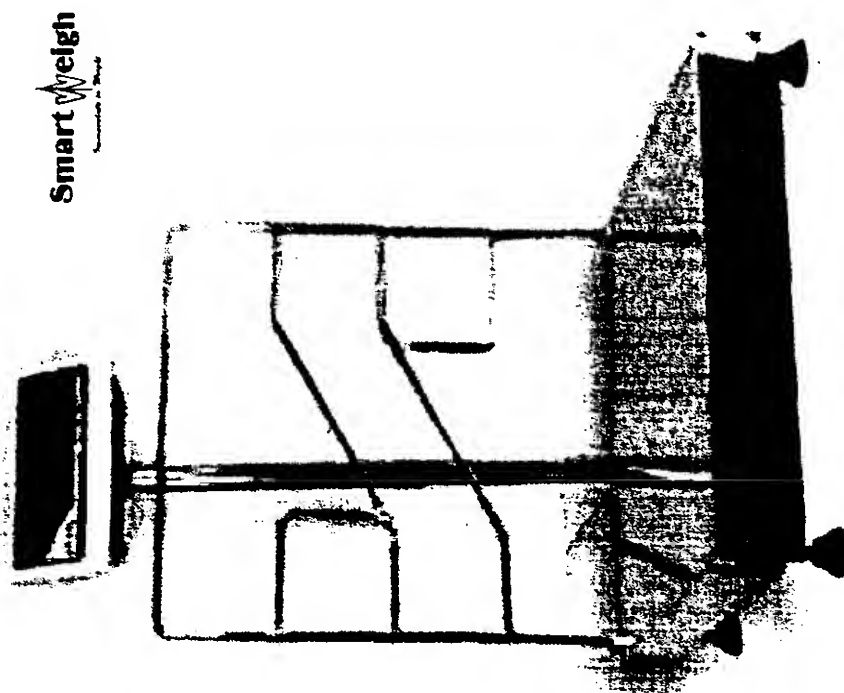


Figure-2 : Sealing Provision of the indicator of model.

Sealing is done by making the holes at the bottom plate and the upper cover of the weighing instrument from the right side and fastening a leaded wire for receiving the verification stamp and seal. The instrument cannot be opened until seal is broken. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. W.M-21(74) 2008]

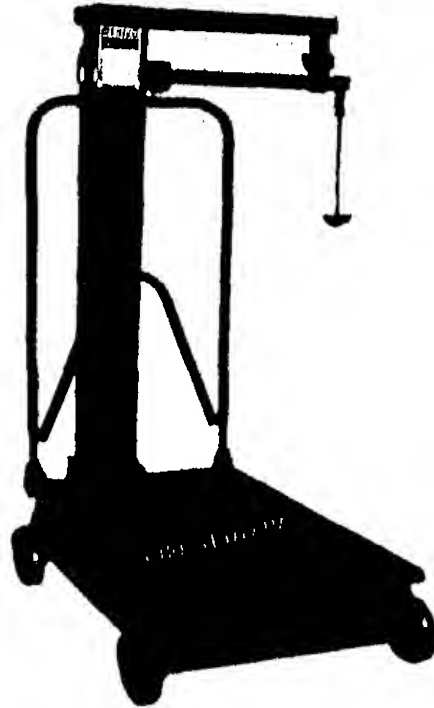
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 974.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स न्यू इंडियाना वेइंग स्केल, # सी-69, डीयूटीटीएल, कॉर्पोरेट स्टूडियो मैन रोड, यशवंतपुरा, बंगलूर-560022 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एनआईडब्ल्यू-पीएम" शृंखला के अस्वचालित तोलन उपकरण (मैकेनिकल प्लेटफार्म-लूज वेंट टाइप) के मॉडल का, जिसके ब्रांड का नाम "न्यू इंडियाना" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/359 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक अस्वचालित मैकेनिकल तोलन उपकरण है जिसमें लीवर और तुला की स्थिति 300 कि.ग्रा. की अधिकतम और 2 कि.ग्रा. की न्यूनतम क्षमता वाले स्टील यार्ड पर अनुपातिक बाटों में रखकर प्राप्त की जा सकती है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} या 5×10^{-3} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(240)/2008]

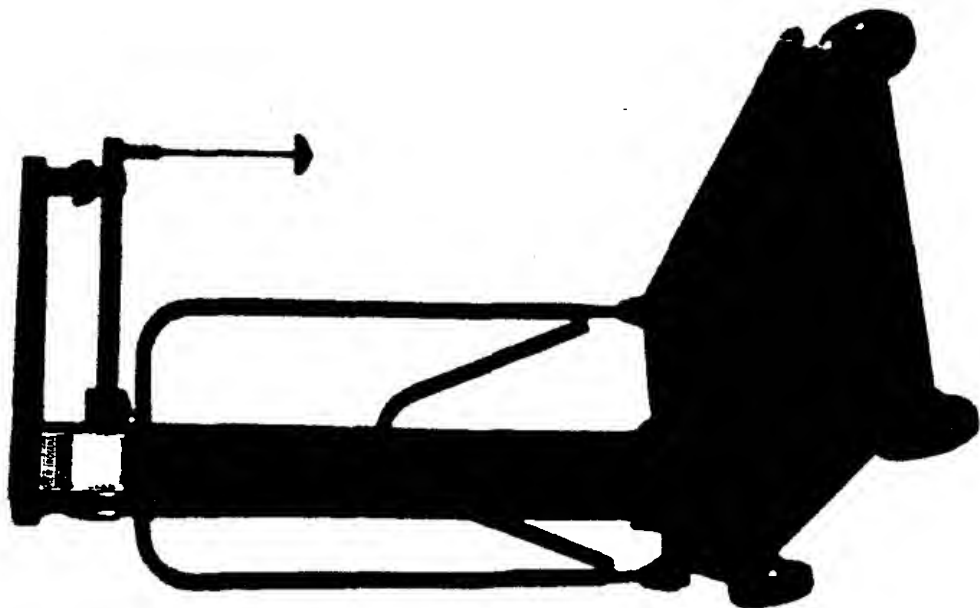
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 974.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing machine (Mechanical Platform-Loose weight type) of medium accuracy (Accuracy Class-III) of series "NIW-PM" and with brand name "NEW INDIANA" (hereinafter referred to as the said model), manufactured by M/s. New Indiana Weighing Scales, #C-69, D.U.T.T.L., Kanteerava Studio Main Road, Yeshwanthpura, Bangalore-560022 and which is assigned the approval mark IND/09/08/359;

The said model is a mechanical non-automatic weighing instrument with compound levers and position of equilibrium is obtained by placing proportional weights on steel yard with a maximum capacity of 300 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g.



Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^1 , 2×10^1 or 5×10^1 , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (240)/2008]

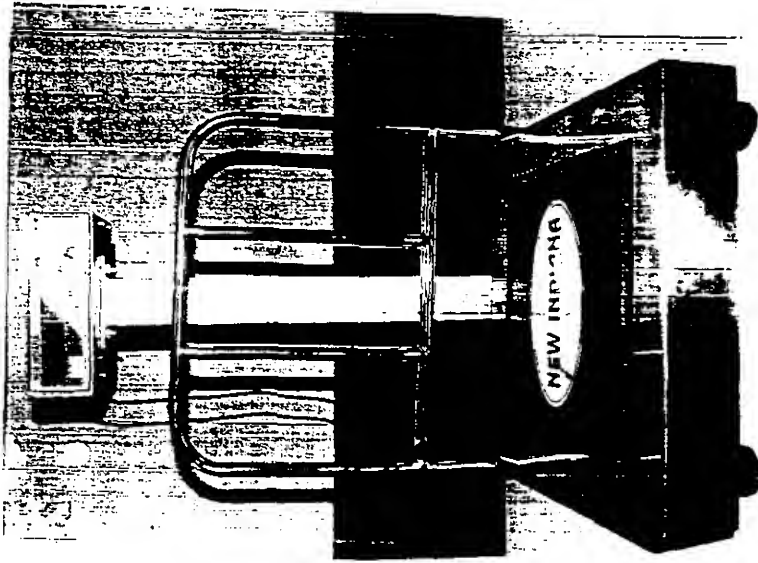
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 975.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स न्यू इंडियाना वेइंग स्केल, # सी-69, डीयूटीटीएल, कांतिवा स्टूडियो मैन रोड, यशवंधपुरा, बंगलौर-560022 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एनआईडब्ल्यू-पी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "न्यू इंडियाना" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/360 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गंज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

इंडीकेटर के दायीं तरफ से ऊपरी कवर और निचली प्लेट को काटकर दो छेद किए गए हैं। इन दो छेदों को स्टाम्प और मील के सत्यापन के लिए लीड तार से जोड़ा गया है। उपकरण को सील के छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री में जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 4 कि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21 (240)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 975.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform Type) with digital indication of medium accuracy (Accuracy class-III) of series "NIW-P" and with brand name "NEW INDIANA" (hereinafter referred to as the said model), manufactured by M/s. New Indiana Weighing Scales, #C-69, D.U.T.T.L., Kanteerava Studio Main Road, Yeshwanthpura, Bangalore-560022 and which is assigned the approval mark IND/09/08/360;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

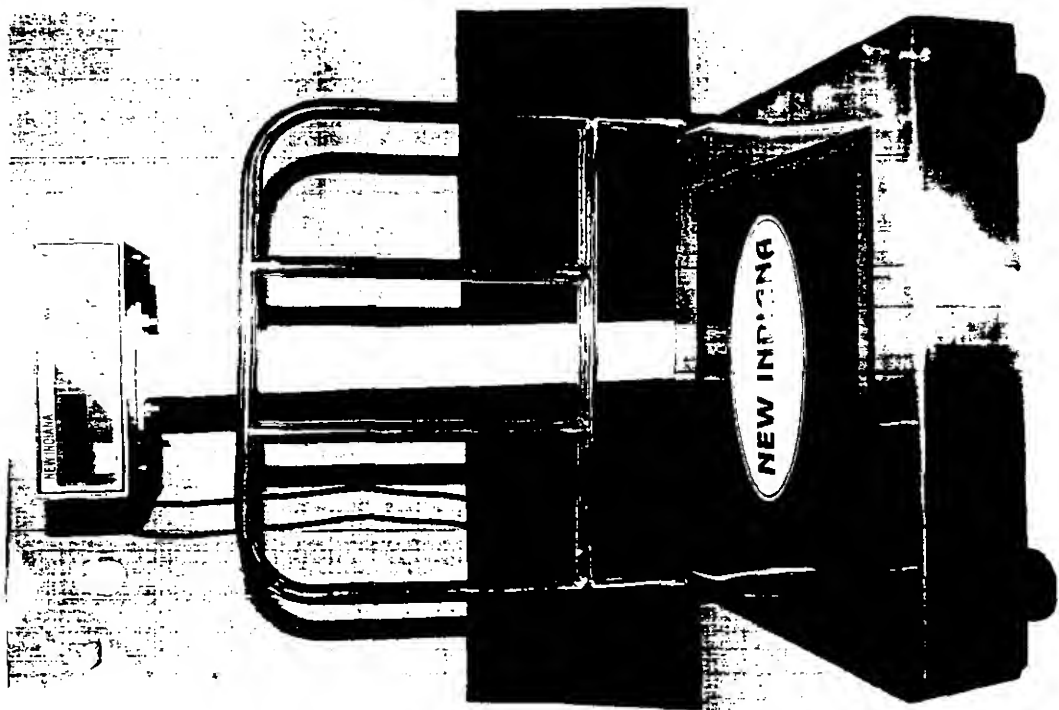


Figure-2 Sealing provision of the indicator of model

From the right side of the weighing scale two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The balance can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (240)/2008]

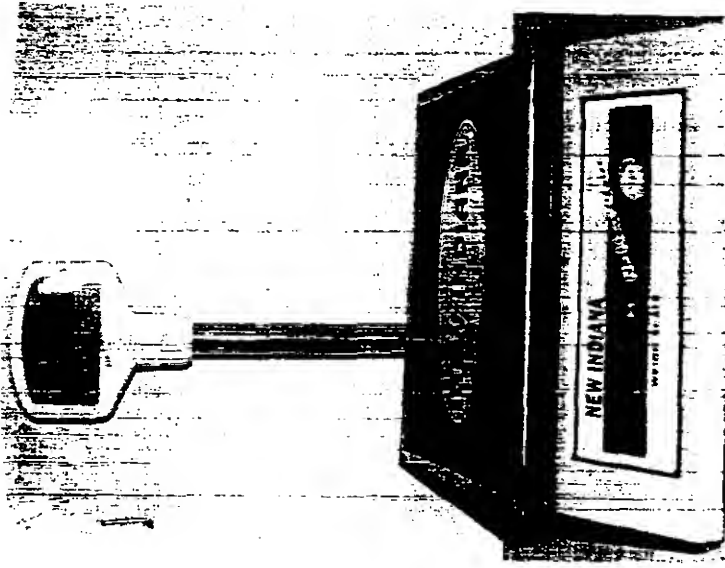
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 976.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स न्यू इंडियाना वेइंग स्केल, # सी-69, डीयूटीटीएल, कांतिवा स्टूडियो मैन रोड, यशवंतपुरा, बंगलौर-560022 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “एनआईडब्ल्यू-टी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “न्यू इंडियाना” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/361 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 सीलिंग प्रावधान

इंडीकेटर के दायीं तरफ से ऊपरी कवर और निचली प्लेट को काटकर दो छेद किए गए हैं। इन दो छेदों को स्टाम्प और सील के सत्यापन के लिए लीड तार से जोड़ा गया है। उपकरण को सील के छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (240)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 976.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing Instrument (Tabletop Type) with digital indication of medium accuracy (Accuracy class-III) of series "NIW-I" and with brand name "NEW INDIANA" (hereinafter referred to as the said model), manufactured by M/s. New Indiana Weighing Scales, #C-69, D.U.T.T.L., Kanteerava Studio Main Road, Yeshwanthpura, Bangalore-560022 and which is assigned the approval mark IND/09/08/361;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop Type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

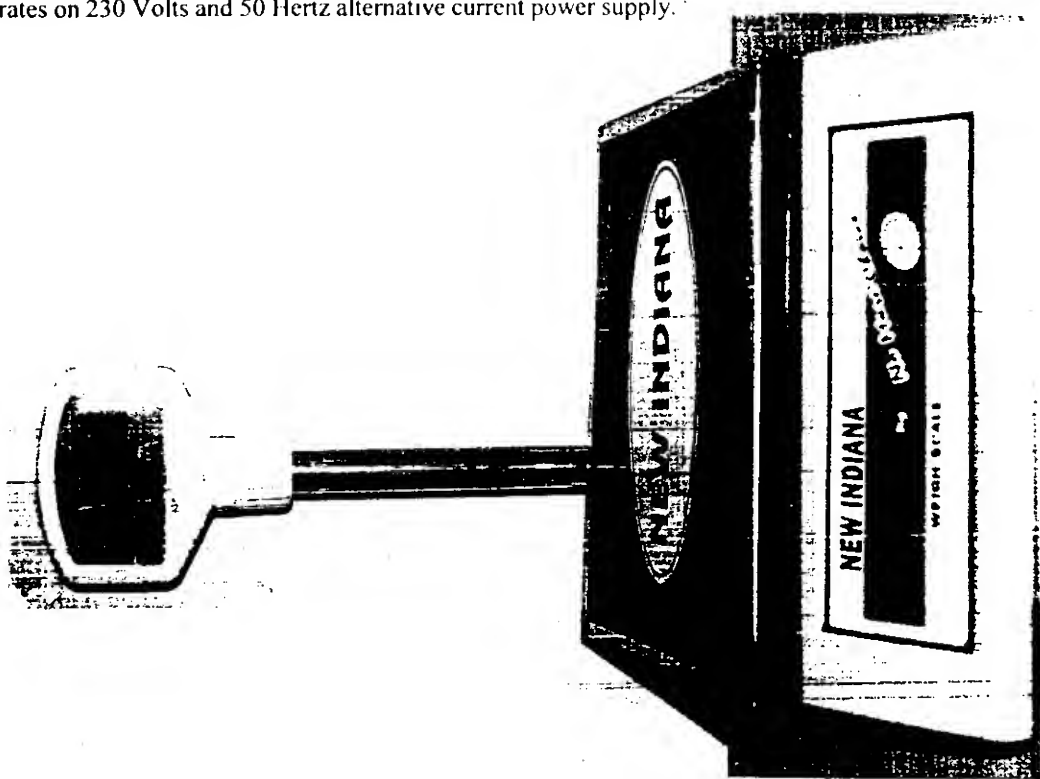


Figure-2 Schematic diagram of sealing provision of the model

From the right side of the indicator two holes are made by cutting the upper cover and bottom plate and fastened by a leaded wire through these two holes for receiving the verification stamp and seal. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (240)/2008]

B. N. DIXIT, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 29 मार्च, 2010

का.आ. 977.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

| क्रम संख्या | संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक | संशोधन की संख्या और तिथि | संशोधन लागू होने की तिथि |
|-------------|---|-------------------------------------|--------------------------|
| (1) | (2) | (3) | (4) |
| 1. | आई एस 6566 : 2001 श्रेणी 1 मालधारक-वर्गीकरण, आयाम और रेटिंग (तीसरा पुनरीक्षण) | संशोधन संख्या 1 और 2, जनवरी 2010 | 31 जनवरी, 2010 |
| 2. | आई एस 7622 : 2001 शृंखला 1 मालधारक-प्रहस्तन, एवं सुरक्षा (दूसरा पुनरीक्षण) | संशोधन संख्या 3 और 4, जनवरी 2010 | 31 जनवरी, 2010 |
| 3. | आई एस 13288 (भाग 1) : 1993 श्रेणी 1 मालधारक-विशिष्ट और परीक्षण भाग 1 सामान्य प्रयोजन के लिए सामान्य जहाजीमाल धारक | संशोधन संख्या 3, 4 और 5, जनवरी 2010 | 31 जनवरी, 2010 |

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : टी ई डी.जी-16]

टी. वी. सिंह, वैज्ञानिक एवं एफ प्रमुख (टी ई डी)

BUREAU OF INDIAN STANDARDS

New Delhi, the 29th March, 2010

S.O. 977.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

| Sl. No. | No. of year and title of the Indian Standards | No. and year of the amendment | Date from which the amendment shall have effect |
|---------|---|--------------------------------------|---|
| (1) | (2) | (3) | (4) |
| 1. | IS 6566 : 2001 Series 1 Freight containers—Classification, Dimensions and Ratings (Third Revision) | Amendment No. 1 & 2, January 2010 | 31 January, 2010 |
| 2. | IS 7622 : 2001 Series 1 Freight containers—Handling and Securing (Second Revision) | Amendment No. 3 & 4, January 2010 | 31 January, 2010 |
| 3. | IS 13288 (Part 1) : 1993 Series 1 Freight containers Specification and testing Part 1 General cargo containers for general purposes | Amendment No. 3, 4 & 5, January 2010 | 31 January, 2010 |

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref TFD G-16]

T. V. SINGH, Scientist 'F' & Head (Transport Engg.)

नई दिल्ली, 29 मार्च, 2010

का.आ. 978.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

| क्रम संख्या | स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक | नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष | स्थापित तिथि |
|-------------|---|---|----------------|
| (1) | (2) | (3) | (4) |
| 1. | आई एस 2189 : 2008 स्वचालित अग्नि संसूचक व संचेतक पद्धति का चुनाव, संस्थापन व रख-रखाव-रीति संहिता (चौथा पुनरीक्षण) | आई एस 2189 : 1999 | 31 मार्च, 2010 |

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक एफ 'एव' प्रमुख (सिविल इंजीनियरी)

New Delhi, the 29th March, 2010

S.O. 978.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

| Sl. No. | No. and Year of the Indian Standards Established | No. and year of Indian Standards, if any, Superseded by the New Indian Standard | Date of Established |
|---------|--|---|---------------------|
| (1) | (2) | (3) | (4) |
| 1. | IS 2189 : 2008 Selection, Installation and Maintenance of Automatic Fire Detection and Alarm System—Code or Practice (Fourth Revision) | IS 2189 : 1999 | 31 March, 2010 |

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. : CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 30 मार्च, 2010

का.आ. 979.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उपनियम (5) के विनियम 4 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

| क्रम संख्या | लाइसेंस संख्या | स्वीकृत करने की तिथि वर्ष/माह | लाइसेंसधारी का नाम व पता | भारतीय मानक का शीर्षक | भा मा संख्या | भाग | अनुभाग | वर्ष |
|-------------|----------------|-------------------------------|--|---|--------------|-----|--------|------|
| 1. | 7997520 | 11-01-2010 | साई विश्वा फूड्स एंड एग्री गट संख्या 770 ए/पी मांजरी खुर्द तालुका हवेली जिला पुणे-412307 महाराष्ट्र । | पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) | 14543 | | | 2004 |
| 2. | 7989016 | 13-01-2010 | प्रिज्म इण्डस्ट्रीज प्लॉट नं. 18 सं. नं. 281/2 कासर अम्बोली गांव तालुका मुलशी जिला पुणे-411111 महाराष्ट्र । | पीवीसी इंशुलेटेड केबल्स 1100 वोल्ट तक और सहित कार्यकारिता | 694 | | | 1990 |
| 3. | 7998623 | 18-01-2010 | श्री लक्ष्मी सीमेंट पाइप एंड टाइल्स गट संख्या 196 ए/पी साशते कोल-वाडी तालुका हवेली, जिला पुणे महाराष्ट्र । | प्रीकॉस्ट कंक्रीट पाइप्स (प्रबलन सहित और रहित) | 458 | | | 2003 |
| 4. | 7998724 | 18-01-2010 | किंग्स फूड एंड बेवरेजेज स.नं. 6/11/3 कूल होम्स के सामने मोहम्मद-वाडी रोड, हडपसर जिला पुणे-411028 महाराष्ट्र । | पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) | 14543 | | | 2004 |
| 5. | 3600443 | 21-01-2010 | बी एन अष्टेकर 603, सदाशिव पेठ जिला पुणे-411030 महाराष्ट्र । | स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन । | 1417 | | | 1999 |
| 6. | 7982305 | 19-01-2010 | सूरज इण्डस्ट्रीज प्लॉट नं. 111, सोलापुर इंडस्ट्रीयल को-ऑप. एस्टेट, होतगी रोड, जिला-सोलापुर-413003 महाराष्ट्र । | पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) | 14543 | | | 2004 |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|-----|---------|------------|--|--|-------|-----|-----|------|
| 7. | 3601142 | 25-01-2010 | किसान एग्रो पैकेज्ड ड्रिंकिंग वाटर, स.नं. 27, लोनकर वस्ती, मुंडवा, तालुका हवेली, जिला पुणे-411036 महाराष्ट्र । | पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) | 14543 | | | 2004 |

[सं. सी एम डी 13 : 11]

सी. के. महेश्वरी, वैज्ञानिक 'जी' (प्रमाणन)

New Delhi, the 30th March, 2010

S.O. 979.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :—

SCHEDULE

| Sl. No. | Licence No. | Grant Date | Name & Address of the Party | Title of the Standard | IS No. | Part | Section | Year |
|---------|-------------|------------|---|---|--------|------|---------|------|
| (1) | (1) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| 1. | 7997520 | 11-1-2010 | Sai Vishwa Foods & Agro, Gat No. 770, A/P Manjri Khurd, Taluka Haveli, District Pune-412307 Maharashtra | Packaged drinking water (other than packaged natural mineral water) | 14543 | | | 2004 |
| 2. | 7989016 | 13-1-2010 | Prism Industries, Plot No. 18, S. No. 281/2, Kasar Amboli Gaon, Taluka Mulshi, District Pune-411111 Maharashtra | PVC insulated cables for working voltages upto and including 1100 V | 694 | | | 1990 |
| 3. | 7998623 | 18-1-2010 | Shree Laxmi Cement, Pipe & Tiles, Gat No. 196, A/P Sashte, Kolwadi, Taluka Haveli, District Pune, Maharashtra | Precast concrete pipes (with and without reinforcement) | 458 | | | 2003 |
| 4. | 7998724 | 18-1-2010 | Kings Food & Beverages, S. No. 6/11/3, Opp. Kool Homes, Mohamadwadi Road, Hadapsar, District, Pune-411028 Maharashtra | Packaged drinking water (other than packaged natural mineral water) | 14543 | | | 2004 |
| 5. | 3600443 | 21-1-2010 | B. N. Ashtekar, 603, Sadashiv Peth, Pune-411030 Maharashtra | Gold and gold alloys, jewellery/artefacts—Fineness and marking | 1417 | | | 1999 |

| (1) | (1) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|-----|---------|-----------|--|--|-------|-----|-----|------|
| 6. | 7982305 | 19-1-2010 | Suraj Industries, Plot No. 111, Solapur Indl. Cop-op, Estate, Hotgi Road, District Solapur- 413003 Maharashtra | Packaged drinking water (other than packaged natural mineral water) | 14543 | | | 2004 |
| 7. | 3601142 | 25-1-2010 | Kisan Agro Packaged Drinking Water, S. No. 27, Lonkar Wasti, Mundhwa, Taluka Haveli, District Pune-411036 Maharashtra | Packaged drinking water (other than packaged natural mineral water) | 14543 | | | 2004 |

[No. CMD/13 : 11]

C. K. MAHESHWARI, Sc. 'G' (Certification)

नई दिल्ली, 30 मार्च, 2010

का.आ. 980.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिये गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

| क्रम संख्या | लाइसेंस संख्या | स्वीकृत करने की तिथि वर्ष/माह | लाइसेंसधारी का नाम व पता | भारतीय मानक का शीर्षक | भा. मा. संख्या | भाग | अनुभाग | वर्ष |
|----------------|-------------------|-------------------------------------|---|--|-------------------|-------|--------------|------|
| 1. | 7989420 | 20-11-2009 | भिगे ब्रदर्स 55, सी-11, एनआईसीई ए-रोड, सातपुर, नासिक-422 007 | सिचाई उपस्कर- सिचाई पार्श्व के पॉलीथिलीन पाईप | | 12786 | : 1989 | |
| 2. | 7988115 | 26-11-2009 | श्री अक्वा प्यूरीफायर्स डी-6, एमआईडीसी, महानंदा फूड प्रोडक्ट्स के सामने, कुदाल, जिला सिंधुदुर्ग | पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) | | 14543 | : 2004 | |
| 3. | 7990708 | 07-12-2009 | दूरा पफ (सिलवासा) प्रा.लि., 121, पिपरिया इण्डस्ट्रियल इस्टेट, सिलवासा-396 230 दादरा एवं नगर हवेली | घरेलू गद्दों के लिए नम्य पॉलीयूरेथोन फोम | | 7933 | : 1975 | |
| 4. | 7993815 | 15-12-2009 | हिन्दुस्तान रबर्स प्लॉट सं. 81-84, अच्चड इण्डस्ट्रीयल इस्टेट | औद्योगिक प्रयोजनों के वी-बेल्ट्स-सिरा रहित वी-बेल्ट्स : भाग 1 : सामान्य प्रयोजन | | 2494 | (भाग 1) 1994 | |

[सं. सी एम डी/13 : 11]

सी. के. माहेश्वरी, वैज्ञानिक 'जी' (प्रमाणन)

New Delhi, the 30th March, 2010

S. O. 980.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

SCHEDULE

| Sl. No. | Licence No. | Grant Date | Name and Address (Factory) of the Party | Product | IS No./Part/Sec./Year |
|---------|-------------|------------|--|---|-----------------------|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. | 7989420 | 20-11-2009 | Bhinge Brothers 55, C-11, Nice, A-Road, Satpur, Nashik-422 007 | Irrigation Equipment— Polyethylene Pipe of Irrigation Laterals | 12786 : 1989 |
| 2. | 7988115 | 26-11-2009 | Shri Aqua Purifiers D-6, MIDC, Opp. Mahananda Food Products, Kudal, Dist. Sindhudurg | Packaged Drinking Water (Other than Packaged Natural Mineral Water) | 14543 : 2004 |
| 3. | 7990708 | 07-12-2009 | Dura Puf (Silvassa) Pvt. Ltd. 121, Piparia Indl. Estate, Silvassa-396230 Dadra & Nagar Haveli | Flexible Polyurethane (Foam for Domestic Mattresses) | 7933 : 1975 |
| 4. | 7993815 | 15-12-2009 | Hindustan Rubbers Plot No. 81-84, Achhad Industrial Estate, Tal : Talasari Dist Thane-401606 | V-Belts—Endless V-Belts for Industrial Purposes : Part 1 : General Purpose | 2494 (Pt.1) 1994 |

[No. CMD/13 : 11]

C. K. MAHESHWARI, Scientist 'G' (Certification)

नई दिल्ली, 30 मार्च, 2010

का.आ. 981.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :-

अनुसूची

| क्रम संख्या | लाइसेंस सं. सीएम/एल | लाइसेंसधारी का नाम एवं पता | लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक | रद्द करने की तारीख |
|-------------|---------------------|---|--|--------------------|
| 1. | 7576088 | नेशनल फूड प्रोडक्ट्स (इंडिया) प्रा.लि. यूनिट सं. एल 1, एल 2, और एल 3 टेक्स इण्डस्ट्रीयल सेन्टर, चांदीवली, अंधेरी (पूर्व) मुंबई-400 072 | पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) भामा 14543 : 2004 | 02-12-2009 |
| 2. | 7657290 | वेअवेर अक्वा एवरफ्लो, गाला सं. 1 और 2, तल मजला, 84, विजयकर वाडी, एस. बी. रोड मालाड (प) मुंबई-400 064 | पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा) भामा 14543 : 2004 | 07-12-2009 |

[सं. सी एम डी/13 : 13]

सी. के. माहेश्वरी, वैज्ञानिक 'जी' (प्रमाणन)

New Delhi, the 30th March, 2010

S. O. 981.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following Schedule have been cancelled with effect from the date indicated against each :

SCHEDULE

| Sl. No. | Licence No. | Name and Address of the licensee | Article/Process with relevant Indian Standard covered by the licence cancelled | Date of Cancellation |
|---------|-------------|---|---|----------------------|
| 1. | 7576088 | National Food Products (India) Pvt. Ltd., Unit Nos. L1, L2 and L3 Tex Industrial Centre, Chandivali, Andheri (E), Mumbai-400072 | Packaged Drinking Water (Other than Packaged Natural Mineral Water) IS 14543 : 2004 | 02-12-2009 |
| 2. | 7657290 | Weaver Aqua Everflo Gala Nos. 1 & 2, Ground Floor, 84, Vijaykar Wadi, S.V. Road, Malad (W), Mumbai-400064 | Packaged Drinking Water (Other than Packaged Natural Mineral Water) 14543 : 2004 | 07-12-2009 |

[No. CMD/13 : 13]

C. K. MAHESHWARI, Scientist 'G' (Certification)

नई दिल्ली, 30 मार्च, 2010

का.आ. 982.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

| क्रम संख्या | स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक | नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष | स्थापित तिथि |
|-------------|---|---|--------------|
| 1. | आई एस 15909 : 2010 वस्त्रादि-अस्तर के लिये पी.वी.सी. ज्योमैम्बरेन—विशिष्ट | कोई नहीं | मार्च 2010 |

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टीएक्सडी/जी-25]

पी. भटनागर, वैज्ञानिक 'एफ' एवं प्रमुख (टीएक्सडी)

New Delhi, the 30th March, 2010

S. O. 982.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standard hereby notifies that the Indian Standard particulars of which is given in the Schedule hereto annexed has been established on the date indicated against it :

SCHEDULE

| Sl. No. | No. & Year of the Indian Standard Established | No. & year of Indian Standard, if any, Superseded by the New Indian Standard | Date of Established |
|---------|--|--|---------------------|
| (1) | (2) | (3) | (4) |
| 1. | IS 15909 : 2010 PVC Geo-Membranes for Lining—Specification | NIL | March 2010 |

Henceforth, this standard will be available for sale.

Copy of this Standard is available for sale with HQ at Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and its Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TXD/G-25]

P. BHATNAGAR, Sc. 'F' & Head (Textiles)

नई दिल्ली, 1 अप्रैल, 2010

का. आ. 983.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

| क्रम सं. | लाइसेंस संख्या | स्वीकृत करने की तिथि वर्ष/माह | लाइसेंसधारी का नाम व पता | भारतीय मानक का शीर्षक | भामासं. | भाग | अनु | वर्ष |
|----------|----------------|-------------------------------|--|--|---------|-----|-----|------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| 1. | 7990607 | 07-12-2009 | मैसर्स आपटिफ्लैक्स इंडस्ट्रीज, सर्वे नंबर 298, पी तथा 375 पी 1, पंचरत्ना इंडस्ट्रियल एस्टेट, चांगोदर, ता सानंद, अहमदाबाद | पी वी सी इंसूलेटिड केबल | 694 | - | - | 1990 |
| 2. | 7991306 | 08-12-2009 | मैसर्स देवराज इंजीनियरस, प्लॉट नंबर 1463/1464, कलोल खतराज रोड, गाँव मोती बोयन, गांधीनगर | फायर होस डिलीवरी कपलिंग, ब्रांच पाईप, नोजल तथा नोजल स्पैनर | 903 | - | - | 1993 |
| 3. | 7991205 | 11-12-2009 | मैसर्स चोकशी भगवानभाई तुलसी भाई, चोकशी बाजार, बस स्टैंड के पास, एम जी रोड, मानडवी, बडोदा | स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन | 1417 | - | - | 1999 |
| 4. | 7991104 | 11-12-2009 | मैसर्स राधिका जवैलर्स, 4-6, कैलाश काम्प्लेक्स, जेतलपुर रोड, क्रासिंग अलकापुरी, बडोदा | स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन | 1417 | - | - | 1999 |
| 5. | 7992005 | 15-12-2009 | जॉय पैकेजड ड्रिंकिंग वाटर, एट अंटालिया, बिलीमोरा, ता गनदेवी, नवसारी | पैकेजबंद पेयजल | 14543 | - | - | 2004 |
| 6. | 7992207 | 17-12-2009 | ओम शांति लाईफ साईंस, प्लॉट नंबर 53, यमुनानगर सोसाइटी, अंजना फार्म, सूरत | पैकेजबंद पेयजल | 14543 | - | - | 2004 |
| 7. | 7992308 | 17-12-2009 | नीर मार्केटिंग, गोडाउन नंबर 2, सहजानंद पार्क सोसाइटी, सानिया रोड, सारोली सूरत | पैकेजबंद पेयजल | 14543 | - | - | 2004 |
| 8. | 7992611 | 17-12-2009 | एमटैक्स केबल इंडस्ट्रीज, 13, श्री नाथजी एस्टेट, सरसपुर इंडस्ट्रियल एरिया, सरसपुर, अहमदाबाद | पी वी सी इंसूलेटिड केबल | 694 | - | - | 1990 |
| 9. | 7993007 | 18-12-2009 | मैसर्स बालाजी बिबरेज, 43, 44, 45, स्वामीनारायण नगर, पूने बांबे मार्केट रोड, सूरत | पैकेजबंद पेयजल | 14543 | - | - | 2004 |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|-----|---------|------------|--|--|-------|-----|-----|------|
| 10. | 7992914 | 18-12-2009 | पंकज इलैक्ट्रिकल्स, 13/5, संकल्प एस्टेट, पना एस्टेट, बी ओ सी गैस के पीछे, सोनी की चाल के पास, रखियाल, अहमदाबाद | सबमर्सिबल पंपसैट | 8034 | - | - | 2002 |
| 11. | 7992813 | 18-12-2009 | मैसर्स गुजरात पैस्टिसाईड्स, एफ 15, फेस 2, जी आई डीसी एस्टेट, नरोडा, अहमदाबाद-382330 | मैलथियन डस्टिंग पाउडर | 2568 | - | - | 1978 |
| 12. | 7992712 | 18-12-2009 | मैसर्स ए साज एग्रीकेयर प्रा लिमिटेड, के-1-16/21-22, जी आई डी सी एस्टेट, बडोदरा | ब्रोमाडाओलोन सी बी | 12913 | - | - | 1990 |
| 13. | 7993209 | 18-12-2009 | मैसर्स श्री जी ईडस्ट्रूज, तेजश पेट्रोल पम्प के पास, मेहसाना- राधनपुर रोड, एट धीनोज, ता चानसमा, पाटन डिस्ट्रिक्ट (उत्तर गुजरात) अहमदाबाद | डायकैलशियम फॉस्फेट, एनिमल फीड ग्रेड | 5470 | - | - | 2002 |
| 14. | 7993916 | 23-12-2009 | मैसर्स जूनागड जवैलरी प्रा.लि. 101, वालस्ट्रीट, अनैक्सी, पहली मंजिल, ओरियंट क्लब के सामने, गुजरात कालेंज के पास, रेलवे क्रासिंग, अहमदाबाद | स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन | 1417 | - | - | 1999 |
| 15. | 7994211 | 23-12-2009 | मैसर्स साबर इंडस्ट्रीज प्रा. लि. शिव शक्ति एस्टेट, के डी हाउस के पीछे, एन एच नंबर 8, नारोल अहमदाबाद | सबमर्सिबल पंपसैट | 8034 | - | - | 2002 |
| 16. | 7994110 | 24-12-2009 | मैसर्स श्रीजी सिमेंट प्रोडक्ट्स, आनंद नडियाड रोड, एन एच नंबर 8, पोस्ट कंजरी, ताल्लुका नडियाड, डि खेडा 387325 | ग्रीकास्ट कांकरीट पाईप विद तथा विदाउट रेनिफोर्समेंट | 458 | - | - | 2003 |
| 17. | 7994413 | 23-12-2009 | मैसर्स इंटरप्लैक्स प्रा. लि. सर्वे नंबर 314/1, आनंदपुरा, गांव बासका, ता हलोल, पंचमहल | पालिएस्टर स्ट्रैपिंग | 15559 | - | - | 2004 |
| 18. | 7994312 | 22-12-2009 | मैसर्स हीरामनी केबल इंडस्ट्रीज, बी4, सारथी काम्पलैक्स, आक्ट्वाई नाका के सामने, ओढव रोड, अहमदाबाद | पी वी सी इंसूलेटिड केबल | 694 | - | - | 1990 |
| 19. | 7994716 | 12-12-2009 | मैसर्स उन्नति पम्पस प्रा. लि. 81, अमरनाथ इंडस्ट्रियल एस्टेट, (शैड नंबर 29/64, 30/63, 43, 44 को मिला कर) नरोडा रोड, अहमदाबाद | मोटर्स फार सबमर्सिबल पंपसैट | 9283 | - | - | 1995 |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|-----|---------|------------|--|--|-------|-----|-----|------|
| 20. | 7995314 | 23-12-2009 | मैसर्स कांतिलाल जी सन्स, बाजार स्ट्रीट, चिखली, नवसारी | स्वर्ण तथा स्वर्ण मिश्र धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन | 1417 | - | - | 1999 |
| 21. | 7995011 | 29-12-2009 | मैसर्स कैप्टन इंडस्ट्रीज, नरोडा देहगाम रोड, रिंग रोड के पास आनासन, अहमदाबाद | पैकेजबंद पंयजल | 14543 | - | - | 2004 |
| 22. | 7995213 | 26-12-2009 | मैसर्स स्वस्तिक पम्प प्रा.लि., प्लाट नंबर 3417, फेस 4, वटवा, जी आई डी सी, अहमदाबाद | मोटर्स फार सबमर्सिबल पंपसैट | 9283 | - | - | 1995 |
| 23. | 7995112 | 25-12-2009 | मैसर्स एम बी एच पम्प प्रा.लि., 14, जी आई डी सी, नरोडा इंडस्ट्रियल एस्टेट, नरोडा अहमदाबाद | मोटर्स फार सबमर्सिबल पंपसैट | 9283 | - | - | 1995 |
| 24. | 7995415 | 31-12-2009 | मैसर्स शिवम टैक्सटाईल प्रुफिंग इंडस्ट्रीज, 4701, जी आई डी सी, प्लास्टिक जॉन सारंगाम, ता उमरगाँव, वलसाद अहमदाबाद-396155 | कामन पुफड कैनवस/डक तथा पोलीन तारपोलीन | 2089 | - | - | 1977 |
| 25. | 7995819 | 26-12-2009 | मैसर्स अमित इंडस्ट्रीज, 84-85-102-103, कमल इंडस्ट्रियल एस्टेट, समीर होटल के सामने, जंबे कंडक्टर रोड, वटवा अहमदाबाद | पी वी सी इंसूलेटिड केबल | 694 | - | - | 1990 |

[सं.-सी एम डी/13:11]

सी. के. महेश्वरी, वैज्ञानिक-“जी” (प्रमाणन)

New Delhi, the 1st April, 2010

S.O. 983.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

SCHEDULE

| Sl. No. | Licences No. | Grant Date | Name & address of the Party | Title of the Standard | IS No. | Part | Sec | Year |
|---------|--------------|------------|---|--|--------|------|-----|------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| 1. | 7990607 | 07-12-2009 | Optiflex Industries, Survey No. 298 P& 375 P1, Punchratna Industrial Estate, Changodar (Tal Sanand, Dist. Ahmedabad) | PVC Insulated Cables | 694 | - | - | 1990 |
| 2. | 7991306 | 08-12-2009 | Devraj Engineers Plot No. 1463/1464, Kalol-Khatraj Road, Village : Moti Bhoyan, Gandhinagar | Fire hose delivery couplings, branch pipe, nozzles and nozzle spanner | 903 | - | - | 1993 |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|-----|---------|------------|---|---|-------|-----|-----|------|
| 3. | 7991205 | 11-12-2009 | Chokshi Bhagwanbhai Tulsibhai Chokshi Bazar, Nr. Bus-stand, M.G. Road, Mandvi, Vadodara | Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking | 1417 | - | - | 1999 |
| 4. | 7991104 | 11-12-2009 | Radhika Jewellers 4-6 Kailesh Complex, Jetalpur Road Crossing Alkapuri, Vadodara | Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking | 1417 | - | - | 1999 |
| 5. | 7992005 | 15-12-2009 | Joy Packaged Drinking Water at Antalia, Bilimora, Tal Gandevi Navsari | Packaged Drinking Water (other than Packaged Natural Mineral Water) | 14543 | - | - | 2004 |
| 6. | 7992207 | 17-12-2009 | Om Shanti Life Science Plot No. 53, Yamunanagar Society, Anjana Farm, Surat | Packaged Drinking Water (other than Packaged Natural Mineral Water) | 14543 | - | - | 2004 |
| 7. | 7992308 | 17-12-2009 | Neer Marketing Godown No. 2, Sahajanand Park Society, Saniya Road, Saroli Surat | Packaged Drinking Water (other than Packaged Natural Mineral Water) | 14543 | - | - | 2004 |
| 8. | 7992611 | 17-12-2009 | Amtex Cable Industries 13, Shree Nathji Estate, Saraspur Industrial Area, Saraspur Ahmedabad | PVC Insulated Cables | 694 | - | - | 1990 |
| 9. | 7993007 | 18-12-2009 | Balaji Beverages 43, 44, 45, Swaminarayan Nagar, pune-Bombay Market Road, Surat | Packaged Drinking Water (other than Packaged Natural Mineral Water) | 14543 | - | - | 2004 |
| 10. | 7992914 | 18-12-2009 | Pankaj Electricals 13/5, Sankalp Estate, Panna Estate, B/H B.O.C. Gas, Near Soni Chawl, Rakhial, Ahmedabad | Submersible Pumpsets | 8034 | - | - | 2002 |
| 11. | 7992813 | 18-12-2009 | Gujarat Pesticides F-15, Phase 2, Gide Estate, Naroda, Ahmedabad-382330 | Malathion Dusting Powders | 2568 | - | - | 1978 |
| 12. | 7992712 | 18-12-2009 | A Saj Agricare Pvt. Ltd. K-1-16/21-22 Gide Esatate, Vadodara | Bromadiolone CB | 12913 | - | - | 1990 |
| 13. | 7993209 | 18-12-2009 | Shreeji Industries Near Tejash Petrol Pump, Mehsana-Radhanpur Road, At Dhinoj, Ta Chansma, Dist Patan (North Gujarat) Ahmedabad | Dicalicum Phosphate, Animal Feed Grade | 5470 | - | - | 2002 |
| 14. | 7993916 | 23-12-2009 | Junagadh Jewellery Pvt. Ltd. 101, Wallstreet, Annexe, First Floor, Opp. Orient Club, Near Gujarat College, Railway Crossing, Ahmedabad | Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking | 1417 | - | - | 1999 |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|-----|---------|------------|--|---|-------|-----|-----|------|
| 15. | 7994211 | 23-12-2009 | Sabar Industries Pvt. Ltd., Shiv Shakti Estate, Behind K. D. House, N.H. No. 8, Narol, Ahmedabad | Submersible Pumpsets | 8034 | - | - | 2002 |
| 16. | 7994110 | 24-12-2009 | Shreeji Cement Products Anand-Nadiad Road, N.H. No. 8, Post-Kanjari, Tal : Nadiad, Distt. Kheda- 387325 Gujarat | Precast Concrete Pipes (with and without Reinforcement) | 458 | - | - | 2003 |
| 17. | 7994413 | 23-12-2009 | Interplex India Pvt. Ltd. Survey No. 314/1, Anandpura, Village Baska, Taluka Halol, Panachmahal | Polyester strapping | 15559 | - | - | 2004 |
| 18. | 7994312 | 22-12-2009 | Hiramani Cable Industries, B-4, Sarthi Complex, Opp Octrol Naka Odhav Road, Ahmedabad | PVC Insulated Cables | 694 | - | - | 1990 |
| 19. | 7994716 | 12-12-2009 | Unnati Pumps Pvt. Ltd., 81, Amarnath Industrial Estate, (Including Shed No. 29/64, 30/63, 43, 44) Naroda Road, Ahmedabad | Motors for Submersible Pumpsets | 9283 | - | - | 1995 |
| 20. | 7995314 | 23-12-2009 | Kantilal G Sons, Bazar Street, Chikhli Navsari | Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking | 1417 | - | - | 1999 |
| 21. | 7995011 | 29-12-2009 | Captain Industries, Naroda Dehgam Road, Near Ring Road, Anasan, Ahmedabad | Packaged Drinking Water (other than Packaged Natural Mineral Water) | 14543 | - | - | 2004 |
| 22. | 7995213 | 26-12-2009 | Swastik. pumps Pvt. Ltd., Plot No. 3417, Phase-IV, Vatva GIDC, Vatva Ahmedabad | Motors for Submersible Pumpsets | 9283 | - | - | 1995 |
| 23. | 7995112 | 25-12-2009 | MBH Pumps Pvt. Ltd., 14, GIDC, Naroda Industrial Estate, Naroda | Motors for Submersible Pumpsets | 9283 | - | - | 1995 |
| 24. | 7995415 | 31-12-2009 | Shivam Textile & Proofing Industries 4701, GIDC (Platic Zone) Sarigam, TA-Umargaon, Distt-Valsad, Ahmadabad-396155 | Common proofed canvas/duck and paulins (tarpaulins) | 2089 | - | - | 1977 |
| 25. | 7995819 | 26-12-2009 | Amit Industries, 84-85-102-103, Kamal Industrial Estate, Opp Samir Hotel, Bombay Conductor Road, Vatva, Ahmedabad | PVC Insulated Cables | 694 | - | - | 1990 |

नई दिल्ली, 1 अप्रैल, 2010

का.आ. 984.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

| क्रम संख्या | स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक | नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष | स्थापित तिथि |
|-------------|--|---|---------------|
| (1) | (2) | (3) | (4) |
| 1. | आईएस/ आई ई सी 60793-1-53 : 2001 प्रकाशिक तंतु भाग 1 मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 53 जल निमज्जन | - | जुलाई, 2009 |
| 2. | आई एस/आई ई सी 60793 - 1- 52 : 2001 प्रकाशिक तंतु भाग 1 मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 52 तापमान में बदलाव | - | जुलाई, 2009 |
| 3. | आई एस/आई ई सी 60793 - 1- 51 : 2001 प्रकाशिक तंतु भाग 1 मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 51 शुष्क उष्मा | - | जुलाई, 2009 |
| 4. | आई एस/आई ई सी 60793 - 1- 20 : 2001 प्रकाशिक तंतु भाग 1 मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 20 तंतु ज्यामिति | - | जुलाई, 2009 |
| 5. | आई एस/आई ई सी 60793 - 1- 22 : 2001 प्रकाशिक तंतु भाग 1 मापन विधियाँ और परीक्षण प्रक्रियाएँ अनुभाग 22 लम्बाई मापन | - | जुलाई, 2009 |
| 6. | आई एस 6873 (भाग 3) : 2009 रेडियो व्यवधान लक्षणों की मापन पद्धतियाँ एवं सीमायें-भाग 3 ध्वनि एवं टेलिविजन प्रसारण रिसीवर और सम्बन्धित उपस्कर (दूसरा पुनरीक्षण) | - | दिसम्बर, 2009 |

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ: एलआईटीडी/जी-75]

न. सिंह, प्रमुख (इलेक्ट्रॉनिक्स एवं आई टी)

New Delhi, the 1st April, 2010

S.O. 984.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

| Sl. No. | No. & Year of the Indian Standards Established | No. & year of Indian Standards, if any, Superseded by the New Indian Standard | Date of Establishment |
|---------|--|---|-----------------------|
| (1) | (2) | (3) | (4) |
| 1. | IS/IEC 60793-1-53 : 2001 Optical fibres—Part 1 Measurement methods and test procedures Section 53 Water Immersion | — | July 2009 |
| 2. | IS/IEC 60793-1-52 : 2001 Optical fibres—Part 1 Measurement methods and test procedures—Section 52 Change of Temperature | — | July 2009 |
| 3. | IS/IEC 60793-1-51 : 2001 Optical fibres—Part 1 Measurement methods and test procedures Section 51 Dry Heat | — | July 2009 |
| 4. | IS/IEC 60793-1-20 : 2001 Optical fibres—Part 1- Measurement methods and test procedures Section 20 Fibre Geometry | — | July 2009 |
| 5. | IS/IEC 60793-1-22 : 2001 Optical fibres—Part 1 Measurement methods and test procedures Section 22 Length Measurement | — | July 2009 |
| 6. | IS/6873 (Part 3) : 2009/CISPR 13 : 2001 Limits and methods of Measurements of radio disturbance characteristics—Part 3 Sound and television broadcast receivers and associated equipment (Second revision) | — | December 2009 |

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bhadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: LITD/G-75]

N. SINGH, Head (Electronics & IT)

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 985.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक में संशोधन किया गया है :

अनुसूची

| क्रम संख्या | संशोधित भारतीय मानक की संख्या और वर्ष | संशोधनों की संख्या और तिथि | संशोधन लागू होने की तिथि |
|-------------|---------------------------------------|----------------------------|--------------------------|
| (1) | (2) | (3) | (4) |
| 1. | 4032 : 1985 | 2 मार्च 2010 | 31 मार्च 2010 |

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं

[संदर्भ: सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' व प्रमुख (सिविल इंजीनियरी)

New Delhi, the 5th April, 2010

S.O. 985.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

| Sl. No. | No. & Year of the Indian Standards | No. & year of the amendment | Date from which the amendment shall have effect |
|---------|------------------------------------|-----------------------------|---|
| (1) | (2) | (3) | (4) |
| 1. | 4032 : 1985 | 2 March 2010 | 31 March 2010 |

Copies of the amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 986.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया है/किये गये हैं :

अनुसूची

| क्रम संख्या | संशोधित भारतीय मानक की संख्या और वर्ष | संशोधनों की संख्या और तिथि | संशोधन लागू होने की तिथि |
|-------------|---------------------------------------|----------------------------|--------------------------|
| (1) | (2) | (3) | (4) |
| 1. | 1624 : 1986 | 2 फरवरी 2010 | 31 मार्च 2010 |
| 2. | 2095 (भाग 2) : 2001 | 2 मार्च 2010 | 31 मार्च 2010, |
| 3. | 3068 : 1986 | 1 मार्च 2010 | 31 मार्च 2010 |
| 4. | 3182 : 1986 | 1 मार्च 2010 | 31 मार्च 2010 |

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ: सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' व प्रमुख (सिविल इंजीनियरी)

New Delhi, the 5th April, 2010

S.O. 986.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

| Sl. No. | No. & Year of the Indian Standards | No. & year of the amendment | Date from which the amendment shall have effect |
|---------|------------------------------------|-----------------------------|---|
| (1) | (2) | (3) | (4) |
| 1. | 1624 : 1986 | 2 February 2010 | 31 March 2010 |
| 2. | 2095 (Part 2) : 2001 | 2 March 2010 | 31 March 2010 |
| 3. | 3068 : 1986 | 1 March 2010 | 31 March 2010 |
| 4. | 3182 : 1986 | 1 March 2010 | 31 March 2010 |

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 987.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

| क्रम संख्या | स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक | नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष | स्थापित तिथि |
|-------------|--|---|--------------|
| (1) | (2) | (3) | (4) |
| 1. | संशोधन संख्या 2--आई एस 1460 : 2005 मोटर वाहन डीजल ईंधन विशिष्टि (पाँचवा पुनरीक्षण) | कुछ नहीं | अप्रैल 2010 |
| 2. | संशोधन संख्या 1--आई एस 2796 : 2008 मोटर गैसोलिन-विशिष्टि (चौथा पुनरीक्षण) | कुछ नहीं | अप्रैल 2010 |

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: पीसीडी/जी-7 (गजट)]

डॉ. (श्रीमती) विजय मलिक, प्रमुख (पीसीडी)

New Delhi, the 5th April, 2010

S.O. 987.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

| Sl. No. | No. & Year and title of the Indian Standards Established | No. & year of Indian Standards, if any, Superseded by the New Indian Standard | Date of Established |
|---------|---|---|---------------------|
| (1) | (2) | (3) | (4) |
| 1. | Amendment No. 2 to IS 1460 : 2005 Automotive Diesel Fuel—Specification (Fifth Revision) | None | April 2010 |
| 2. | Amendment No. 1 to IS 2796 : 2008 Motor Gasoline—Specification (Fourth Revision) | None | April 2010 |

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkatta Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: PCD/G-7 (Gazette)]

DR. (Smt.) VIJAY MALIK, Head (PCD)

कोयला मंत्रालय

नई दिल्ली, 9 अप्रैल, 2010

का. आ. 988.—केन्द्रीय सरकार का यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि से कोयला अभिप्राप्त किये जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले के लिए पूर्वोक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/367 तारीख 09 दिसम्बर, 2009 का निरीक्षण कलेक्टर, अनूपपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष, राजस्व अनुभाग, साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ को भेजेंगे।

अनुसूची

मनपुरा ब्लाक, सोहागपुर क्षेत्र

जिला--अनूपपुर (मध्य प्रदेश)

रेखांक संख्या--एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/367 तारीख 9 दिसम्बर, 2009 (पूर्वोक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

| क्रम सं. | ग्राम का नाम | बंदोबस्त नम्बर | पटवारी हल्का नम्बर | तहसील | जिला | क्षेत्र हेक्टर में | टिप्पण |
|----------|--------------|----------------|--------------------|---------|---------|--------------------|--------|
| 1. | केल्लहौरी | 109 | 46 | अनूपपुर | अनूपपुर | 850.000 | भाग |
| 2. | देवरी | 449 | 46 | अनूपपुर | अनूपपुर | 342.680 | भाग |
| 3. | चचाई आबाद | 275 | 46 | अनूपपुर | अनूपपुर | 125.962 | भाग |

कुल क्षेत्र :-1318.642 हेक्टर (लगभग)

या 3258.43 एकड़ (लगभग)

सीमा वर्णन :--

- क-ख रेखा ग्राम केल्लहौरी--बरगवां-देवरी के सम्मिलित सीमा में बिन्दु 'क' से आरंभ होती है और ग्राम केल्लहौरी के उत्तरी भाग से गुजरती हुई नाला के पश्चिमी किनारे में बिन्दु 'ख' पर मिलती है।
- ख-ग रेखा नाला के पश्चिमी किनारे से होती हुई बिन्दु 'ग' पर मिलती है।
- ग-घ रेखा ग्राम चचाई आबाद से गुजरती है फिर ग्राम केल्लहौरी-सकोला, देवरी-सकौला की सम्मिलित सीमा से होती हुई बिन्दु 'घ' पर मिलती है।
- घ-क रेखा ग्राम देवरी के मध्य भाग से होती हुई आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/6/2010-पी.आर.आई.डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 9th April, 2010

S. O. 988.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number SECL/BSP/ GM (PLG)/ Land/367 dated the 9th December, 2009 of the area covered by this notification can be inspected at the Office of the Collector, Anuppur, Madhya Pradesh or at the Office of the Coal

Controller, 1, Council House Street, Kolkata-700001 or at the Office of the South Eastern Coalfields Limited, Revenue Section, Seepat Road, Bilaspur - 495006, Chhattisgarh.

All persons interested in the land covered by this notification shall deliver all maps, Charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Officer- In - Charge or Head of the Department, Revenue Section, South Eastern Coalfields Limited, Seepat Road, Bilaspur - 495006, Chhattisgarh, within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Manpura Block, Sohagpur Area

District-Anuppur, Madhya Pradesh

Plan bearing No. SECL/BSP/GM (PLG)/Land/ 367, dated the 9th December, 2009 (showing the land notified for prospecting).

| Sl. No | Name of village | Bandobast No. | Patwari halka number | Tahsil | District | Area in hectares | Remarks |
|--------|-----------------|---------------|----------------------|---------|----------|------------------|---------|
| 1. | Kellhour | 109 | 46 | Anuppur | Anuppur | 850.000 | Part |
| 2. | Deori | 449 | 46 | Anuppur | Anuppur | 342.680 | Part |
| 3. | Chachai Abad | 275 | 46 | Anuppur | Anuppur | 125.962 | Part |

Total :—1318.642 hectares (approximately)
or 3258.43 acres (approximately)

BOUNDARY DESCRIPTION:

- A-B Line starts from point 'A' on the common boundary of villages Kellhour Bargawan - Deori and passes through northern part of village Kellhour and meets at point 'B' on the western bank of Nullah.
- B-C Line passes along the western bank of nullah meets at point 'C'.
- C-D Line passes through the village Chachai Abad then along common boundary of villages Kellhour - Sakola, Deori - Sakola and meets at point 'D'.
- D-A Line passes through middle part of village Deori and meets at starting point 'A'.

[F.No. 43015/6/2010-PRIW-I]

M. SHAHABUDEEN, Under Secy.

आदेश

नई दिल्ली, 15 अप्रैल, 2010

का. आ. 989.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 3281, तारीख 27 नवम्बर, 2009 भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) तारीख 5 दिसम्बर, 2009 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस पर के सभी अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि एन.टी.पी.सी. लिमिटेड, विद्युत मंत्रालय के अधीन एक सार्वजनिक उपक्रम (जिसे इसमें उक्त सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजमंद है;

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेश देती है कि इस प्रकार निहित उक्त भूमि और उक्त भूमि में या उस पर के अधिकार, तारीख 5 दिसम्बर, 2009 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और वैसी ही मदों की बाबत केन्द्रीय सरकार के कोयला मंत्रालय के माध्यम से किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
2. सरकारी कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी वहन करेगी और इसी प्रकार, उक्त निहित भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे;
3. सरकारी कंपनी, केन्द्रीय सरकार या उसके पदाधारियों की, किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदाधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
4. सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि और अधिकार किसी अन्य व्यक्ति को अन्तरित करने की शक्ति नहीं होगी; और
5. सरकारी कंपनी, ऐसे निदेशों और शर्तों को, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं, पालन करेगी।

[फा. सं. 43015/6/2006-पीआरआईडब्ल्यू-1(वोल्यूम-III)]

एम, शहाबुद्दीन, अवर सचिव

ORDER

New Delhi, the 15th April, 2010

S. O. 989.—Whereas, on the publication of the notification of the Government of India, in the Ministry of Coal, number S.O. 3281 dated the 27th November, 2009 published in the Gazette of India, Part II, Section-3, Sub-section (ii) dated 5th December, 2009 issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over such land described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And, whereas, the Central Government is satisfied that the NTPC Limited, a Public Sector undertaking under the Ministry of Power (herein referred to as the Government Company) is willing to comply with terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby directs that the said lands and rights in or over the said lands so vested, shall with effect from the 5th December, 2009 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :—

1. The Government Company shall reimburse to the Central Government all payments made by the Central Government through Ministry of Power in respect of compensation, interest, damages and the like as determined under the provisions of the said Act;
2. A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under conditions (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over such lands, so vested, shall also be borne by the Government Company;
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested;
4. The Government Company shall have no power to transfer the said lands and the rights to any other person without the prior approval of the Central Government; and
5. The Government Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/6/2006/PRIW-I (Vol.-III)]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 12 अप्रैल, 2010

का. आ. 990.—भारत सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में मैसर्स गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइन बिछाने के लिये उक्त अधिनियम के अधीन संलग्न सूची के कालम (1) वर्णित व्यक्ति को कालम (2) में वर्णित क्षेत्र में सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त करती है।

अनुसूची

| व्यक्ति का नाम और पता | अधिकारिता का क्षेत्र |
|---|---------------------------|
| 2 | 2 |
| श्री एंथोनी जे. डिस्सूजा, डिप्टी कलेक्टर (भू. अ.), मैसर्स गेल (इण्डिया) लिमिटेड में मानदेय आधार पर, गोवा | सम्पूर्ण गोवा राज्य |

[फा. सं. एल.-14014/6/10-जी. पी.]

स्नेह पी. मदान, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 12th April, 2010

S. O. 990.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby authorizes the person mentioned in column (1) of the schedule given below to perform the functions of the Competent Authority under the said Act for laying pipelines by M/s. GAIL (India) Limited in the area mentioned in column (2) of the said schedule.

SCHEDULE

| Name and Address of the person | Area of jurisdiction |
|---|----------------------|
| Shri Anthonoy J. D'Suozza. Deputy Collector (LA), On Honararium basis to M/s. GAIL (India) Limited, Goa | Whole State of Goa. |

[F. No. L- 14014/6/10-G.P.]

SNEH P. MADAN, Under Secy.

नई दिल्ली, 5 अप्रैल, 2010

का.आ. 991.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 374 तारीख 5 फरवरी, 2009 जो भारत के राजपत्र तारीख 14 फरवरी, 2009 में प्रकाशित की गई थी, द्वारा

उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में वाडीनार संस्थापन से मध्यप्रदेश राज्य में बीना तक कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 14 मार्च, 2009 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाईनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा।

अनुसूची

| तहसील: कुरवाई | | जिला: विदिशा | राज्य : मध्यप्रदेश |
|---------------|------------------|--------------|-----------------------------|
| क्र. सं. | ग्राम का नाम | सर्वे नं. | क्षेत्रफल (हेक्टेयर में) |
| 1 | 2 | 3 | 4 |
| 1. | मढ़ी जागीर | 215/4 | 0.742 |
| 2. | इमलिया | 73/1 | 0.194 |
| 3. | बारबरी भोरांसा | 311 | 0.133 |
| 4. | दोंगी कुम्हारिया | 272 | 0.021 |
| 5. | नाउकुंड | 101 | 0.175 |

[फा. सं. आर-31015/1/2009-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 5th April, 2010

S. O. 991.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S. O. 374 dated the 5th February, 2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 14th

February, 2009 the Central Government declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Crude oil through Vadinar-Bina Crude Pipeline Project from Vadinar in the State of Gujarat for Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited;

And, whereas copies of the said Gazette notification were made available to the public on 14-03-2009;

And, whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government.

And, whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government vest, on the date of the publication of the declaration, in Bharat Oman Refineries Limited, free from all encumbrances.

SCHEDULE

Tehsil: Kurwal District Vidisha State: M.P.

| S.No. | Name of village | Survey No. | Area in (Hectare) |
|-------|-----------------|------------|-------------------|
| 1 | 2 | 3 | 4 |
| 1. | Madhi Jagir | 215/4 | 0.742 |
| 2. | Emaliya | 73/1 | 0.194 |
| 3. | Barbri Bhoransa | 311 | 0.133 |
| 4. | Dabgi Kumariya | 272 | 0.021 |
| 5. | Naukund | 101 | 0.175 |

[F.No.R-31015/1/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 12 अप्रैल, 2010

का.आ. 992.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक क्रूड ऑयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइनें बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइनें बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) 1962 (1962 का 50) की धारा 3 उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के संबंध में श्री अरविन्द खरे, सक्षम प्राधिकारी, बाडीनार-बीना क्रूड आइल पाइपलाइन परियोजना भारत ओमान रिफाइनरीज लिमिटेड, 8/5, "वैशाली" नानाखेड़ा बस स्टैंड के पास उज्जैन-456010 (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

| तहसील: बीना | | जिला: सागर | राज्य : मध्यप्रदेश |
|-------------|--------------|------------|-----------------------------|
| क्र. सं. | ग्राम का नाम | सर्वे नं. | क्षेत्रफल (हेक्टेयर में) |
| 1 | 2 | 3 | 4 |
| 1. | सरगोली | 17/2 | 0.310 |

[फा. सं. आर-31015/6/2008-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 12th April, 2010

S. O. 992.—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of Crude Oil from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh a pipeline should be laid by Bharat Oman Refineries Limited;

And, whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

And, any person interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing

this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Arvind Khare, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 8/5 "Vaishali", Near Nanakheda Bus Stand, Ujjain-456010 (Madhya Pradesh)

SCHEDULE

Tehsil: Bina District: Sagar State: M.P.

| Sl. No. | Name of Village | Survey No. | Area in (Hectare) |
|---------|-----------------|------------|-------------------|
|---------|-----------------|------------|-------------------|

| | | | |
|----|---------|------|-------|
| 1 | 2 | 3 | 4 |
| 1. | Sargoli | 17/2 | 0.310 |

[F.No.R-31015/6/2008-OR-II]

A, GOSWAMI, Under Secy.

नई दिल्ली, 12 अप्रैल, 2010

का.आ. 993.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक क्रूड ऑयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के संबंध में श्री अरविन्द खरे, सक्षम प्राधिकारी, वाडीनार-बीना क्रूड आइल पाइपलाइन परियोजना, भारत ओमान रिफाइनरीज लिमिटेड, 8/5, "वैशाली" नानाखेडा बस स्टैण्ड के पास, उज्जैन-456010 (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील: नलखेडा जिला: शाजापुर राज्य: मध्य प्रदेश

| क्र. सं. | ग्राम का नाम | सर्वे नं. | क्षेत्रफल (हेक्टेयर में) |
|----------|--------------|-----------|--------------------------|
|----------|--------------|-----------|--------------------------|

| | | | |
|----|-------|------------|-------|
| 1 | 2 | 3 | 4 |
| 1. | टिकोन | 1324/2 मिन | 0.165 |

[फा. सं. आर-31015/14/2008-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 12th April, 2010

S. O. 993—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of Crude Oil from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh a pipeline should be laid by Bharat Oman Refineries Limited;

And, whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed thereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user there;

And, any person interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Arvind Khare, Competent Authority, Vadinar-bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 8/5 "Vaishali", Naar Nanakheda Bus Stand, Ujjain-456010 (Madhya Pradesh)

SCHEDULE

Tehsil: Nalkheda District: Shajapur State: M.P.

| S. No. | Name of Village | Survey No. | Area in (Hectare) |
|--------|-----------------|------------|-------------------|
|--------|-----------------|------------|-------------------|

| | | | |
|----|-------|----------|-------|
| 1 | 2 | 3 | 4 |
| 1. | Tikon | 1324/2 P | 0.165 |

[F.No.R-31015/14/2008-OR-II]

A, GOSWAMI, Under Secy.

नई दिल्ली, 12 अप्रैल, 2010

का.आ. 994.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में वाडीनार से मध्यप्रदेश राज्य में बीना तक क्रूड ऑयल के परिवहन हेतु भारत ओमान रिफाइनरीज लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) 1962 (1962 का 50) की धारा 3 उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस

भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के संबंध में श्री अरविन्द खरे, सक्षम प्राधिकारी, बाडीनार-बीना क्रूड आइल पाइपलाइन परियोजना, भारत ओमान रिफाइनरीज लिमिटेड, 8/5, "वैशाली" नानाखेडा बस स्टेण्ड के पास उज्जैन-456 010 (मध्य प्रदेश) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील: मोहन बाडोदिया जिला: शाजापुर राज्य: मध्य प्रदेश

क्र. ग्राम का नाम सर्वे नं. क्षेत्रफल
(हेक्टेयर में)

| 1 | 2 | 3 | 4 |
|----|----------|------------|-------|
| 1. | गोविन्दा | 184/1 | 0.010 |
| | | 184/2 | 0.010 |
| | | 184/3 | 0.010 |
| | | 175 | 0.060 |
| | | 204 में से | 0.084 |
| | | 204 में से | 0.180 |
| | | 204 में से | 0.084 |
| | | 204 में से | 0.096 |
| | | 204 में से | 0.084 |
| | | 204 में से | 0.096 |
| | | 204 में से | 0.120 |
| | | 226 में से | 0.108 |
| | | 226 में से | 0.072 |
| | | 226 में से | 0.096 |
| | | 226 में से | 0.076 |
| | | 353 में से | 0.096 |
| | | 353 में से | 0.120 |
| | | 353 में से | 0.150 |
| | | 353 में से | 0.120 |
| | | 162 में से | 0.075 |
| | | 162 में से | 0.096 |
| | | 162 में से | 0.105 |
| | | 393 | 0.087 |
| | | 369 | 0.060 |
| | | 370/1 | 0.110 |

| 1 | 2 | 3 | 4 |
|----|--------|-------|-------|
| | | 346/3 | 0.054 |
| | | 345 | 0.240 |
| | | 342 | 0.144 |
| | | 336/1 | 0.025 |
| | | 336/2 | 0.025 |
| 2. | बरनावद | 1141 | 0.105 |
| | | 1142 | 0.055 |
| | | 1143 | 0.013 |
| | | 1139 | 0.105 |
| | | 1138 | 0.099 |
| | | 58 | 0.053 |
| | | 59 | 0.230 |
| | | 60 | 0.290 |
| | | 65 | 0.157 |
| | | 56 | 0.026 |
| | | 101 | 0.026 |
| | | 107 | 0.035 |
| | | 391/2 | 0.053 |
| | | 404 | 0.180 |
| | | 122 | 0.035 |
| | | 130 | 0.032 |
| | | 131 | 0.030 |
| | | 214 | 0.117 |
| | | 102 | 0.010 |
| | | 211 | 0.033 |
| | | 212 | 0.146 |
| | | 224 | 0.150 |
| | | 279/2 | 0.078 |
| | | 279/1 | 0.083 |
| | | 285 | 0.051 |
| | | 252 | 0.014 |
| | | 380 | 0.150 |
| | | 389 | 0.150 |

| 1 | 2 | 3 | 4 |
|----|----------|------------|-------|
| | बरनावद | 280 | 0.117 |
| | | 390 | 0.060 |
| | | 403 | 0.120 |
| | | 406 | 0.020 |
| | | 383 | 0.015 |
| | | 391/1 | 0.087 |
| | | 282 | 0.040 |
| | | 283 | 0.090 |
| | | 215 | 0.013 |
| | | 405 | 0.020 |
| | | 384 | 0.120 |
| 3. | बड़ौदा | 331 | 0.055 |
| | | 744 | 0.020 |
| | | 738 | 0.020 |
| | | 806 | 0.010 |
| | | 737 | 0.020 |
| | | 815 | 0.170 |
| | | 850 | 0.250 |
| | | 814 | 0.085 |
| | | 897 | 0.010 |
| | | 904 | 0.100 |
| | | 905 | 0.020 |
| | | 907 | 0.052 |
| | | 320 में से | 0.050 |
| 4. | मोहना | 1446 | 0.300 |
| 5. | कडुला | 1201 | 0.100 |
| 6. | डोकरगांव | 406 | 0.23 |

[सं. आर-31015/23/2008-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 12th April, 2010

S.O. 994.—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of Crude Oil from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh a pipeline should be laid by Bharat Oman Refineries Limited;

And, whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

Any, person interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Arvind Khare, Competent Authority, Vadinar-Bina Crude Oil Pipeline Project, Bharat Oman Refineries Limited, 8/5 "Vaishali", Near Nanakheda Bus Stand, Ujjain-456 010 (Madhya Pradesh).

SCHEDULE

Tehsil : Mohan Badodiya District : Shajapur State : M.P.

| S. No. | Name of Village | Survey No. | Area in Hectare |
|--------|-----------------|------------|-----------------|
| 1 | 2 | 3 | 4 |
| 1. | Govinda | 184/1 | 0.010 |
| | | 184/2 | 0.010 |
| | | 184/3 | 0.010 |
| | | 175 | 0.060 |
| | | 204 p | 0.084 |
| | | 204 p | 0.180 |
| | | 204 p | 0.084 |
| | | 204 p | 0.096 |
| | | 204 p | 0.084 |
| | | 204 p | 0.096 |
| | | 204 p | 0.120 |
| | | 226 p | 0.108 |
| | | 226 p | 0.072 |
| | | 226 p | 0.096 |
| | | 226 p | 0.076 |
| | | 353 p | 0.096 |
| | | 353 p | 0.120 |

| 3 | 4 | 1 | 2 | 3 | 4 |
|-------|-------|----|-----------|-------|-------|
| 353 p | 0.120 | | | 279/2 | 0.078 |
| 355 p | 0.150 | | | 279/1 | 0.083 |
| 353 p | 0.120 | | | 285 | 0.051 |
| 162 p | 0.075 | | | 252 | 0.014 |
| 162 p | 0.096 | | | 380 | 0.150 |
| 162p | 0.105 | | | 389 | 0.150 |
| 393 | 0.087 | | | 280 | 0.117 |
| 369 | 0.060 | | | 390 | 0.060 |
| 370/1 | 0.110 | | | 403 | 0.120 |
| 346/3 | 0.054 | | | 406 | 0.020 |
| 345 | 0.240 | | | 383 | 0.015 |
| 342 | 0.144 | | | 391/1 | 0.087 |
| 336/1 | 0.025 | | | 282 | 0.040 |
| 336/2 | 0.025 | | | 283 | 0.090 |
| 1141 | 0.105 | | | 215 | 0.013 |
| 1142 | 0.055 | | | 405 | 0.020 |
| 1143 | 0.013 | | | 384 | 0.120 |
| 1139 | 0.105 | 3. | Badodi | 331 | 0.055 |
| 1138 | 0.099 | | | 744 | 0.020 |
| 58 | 0.053 | | | 738 | 0.020 |
| 59 | 0.230 | | | 806 | 0.010 |
| 60 | 0.290 | | | 737 | 0.020 |
| 65 | 0.157 | | | 815 | 0.170 |
| 56 | 0.026 | | | 850 | 0.250 |
| 101 | 0.026 | | | 814 | 0.085 |
| 107 | 0.035 | | | 897 | 0.010 |
| 391/2 | 0.053 | | | 904 | 0.100 |
| 404 | 0.180 | | | 905 | 0.020 |
| 122 | 0.035 | | | 907 | 0.052 |
| 130 | 0.032 | | | 320 p | 0.050 |
| 131 | 0.030 | 4. | Mohana | 1446 | 0.300 |
| 214 | 0.117 | 5. | Kadula | 1201 | 0.100 |
| 102 | 0.010 | 6. | Dokargoan | 406 | 0.23 |
| 211 | 0.033 | | | | |
| 212 | 0.146 | | | | |
| 224 | 0.150 | | | | |

[No. R-31015/23/2008 -OR-II]

A. GOSWAMI, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 17 मार्च, 2010

का. आ. 995.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 257/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-4-2010 को प्राप्त हुआ था।

[सं. एल-12012/242/91-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 17th March, 2010

S. O. 995.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 257/2000) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of New Bank of India, and their workman, which was received by the Central Government on 17-03-2010.

[No. L-12012/242/91-IR(B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. I, CHANDIGARH**

Case No. I.D 257/2000

Shri K.L.Sagar, C/o Shri Tek Chand Sharma, 25, Sant
Nagar, Civil Lines, Ludhiana

...Applicant

Versus

The Regional Manager, New Bank of India, Regional
Office, Jalandhar

...Respondent

APPEARANCESFor the workman: ~~None~~

For the Management: Shri N.K.Zakhmi.

AWARD

Passed on 08-03-2010

1. Central Government vide notification No. L-12012/242/91-IR(B-II), dated 14-11-91 (8-6-2000), has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of New Bank of India in dismissing Shri K.L. Sagar, Clerk-cum-godown Keeper from the service of the bank is justified? If not, to what relief is the workman entitled to?"

2. Case repeatedly called. Muz appeared on behalf of the workman despite notice. The representative of the management is present. The reference was referred by the Central Government in the year 2000 and already ten years old. It appears that workman is not interested to pursue his claim in the present reference. The reference is returned to Central Government for want of prosecution. Let the Central Government be informed. File be consigned.

Chandigarh.

8-03-2010

G. K. SHARMA, Presiding Officer

नई दिल्ली, 17 मार्च, 2010

का. आ. 996.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियन्ट बैंक आफ कामर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय -I, चंडीगढ़ के पंचाट (संदर्भ संख्या 138/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2010 को प्राप्त हुआ था।

[सं. एल-12012/257/92-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 17th March, 2010

S. O. 996.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 138/92) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Oriental Bank of Commerce, and their workman, which was received by the Central Government on 17-03-2010.

[No. L-12012/257/92-IR(B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. I, CHANDIGARH**

Case No. I.D 138/92

Shri Vijender Kumar, 160 Kunj Lal Garden,
Near Shanti Nagar, Hissar-125001

...Applicant

Versus

The General Manager, Oriental Bank of Commerce,
Harsha Bhawan, E-Block, Cannaught Place, New Delhi.

...Respondent

APPEARANCES

For the workman: Shri Amit Sharma, Advocate.

For the Management: Shri R.S. Deswal, Law Officer.
Sh. N. K. Zakhmi Advocate.

AWARD

Passed on 09-03-2010

This reference came before me for award after 18 years. Reasons may be many for denying justice but the ultimate sufferer has been the workman. It was the right of the workman to get his grievances redressed within a reasonable time if not within the time stipulated by the law. Whatever this Tribunal can do is a sincere regret for denying timely justice.

Government of India vide Notification No. L-12012/257/92/IR(B-II) Dated 10-12-92, By exercising its power under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), referred the following Industrial dispute for adjudication of this Tribunal:-

“Whether the action of management of Oriental Bank of Commerce, Hissar in dismissing the services of Sh. Vijender Kumar, Clerk-cum-Cashier w.e.f. 12-6-91, is just, fair and legal? If not, to what relief is the workman is entitled to?”

After receiving the reference, the parties were informed. Parties appeared and filed their respective pleading. On perusal of the pleading of the parties it is clear that workman Shri Vajinder Kumar was charged for fraudulently withdrawing an amount of Rs. 50,000 while he was working as Head-Cashier, Hissar Branch of Oriental Bank of Commerce. It was also before the Tribunal that a departmental inquiry was conducted in which the charge was proved against the workman. The workman challenged the genuineness of inquiry before this Tribunal and this Tribunal vide order dated 15-9-2003 set aside the inquiry proceeding and the proceeding of disciplinary authority and directed the management of the Bank to prove the charge levelled against the workman before this Tribunal. Accordingly, opportunity was afforded to the management to prove the charge against the workman by this tribunal. On behalf of the management of the Bank numbers of affidavits were filed. The witnesses, which were cross examined are Shri Devinder Prasad, Handwriting expert, Shri R.S. Gupta, Shri Chander Singh and Shri O.P.Taneja.

Rest of the witnesses who had filed their affidavits on behalf of the management were not produced for cross-examination, accordingly, no weightage shall be given by this Tribunal on their respective affidavits.

On behalf of the workman, the workman Shri Vajinder Kumar himself filed the affidavit and he was cross-examined by the learned counsel for the management. Shri P. Lal, Handwriting expert was also examined by this Tribunal on behalf of the workman. I have heard the parties at length and perused entire material on record. The main issues before this Tribunal for adjudicating this reference are:-

1. Whether the management has proved the charge levelled against the workman before this Tribunal?

2. To what relief, if any, the workman is entitled?

It is hereby made clear that both of the parties have filed the report of their own Handwriting expert. Handwriting experts of both of the parties were cross-examined before this Tribunal at length. On the same and common issue both of the Handwriting expert have given the different opinions. Accordingly, after perusal of the reports of both the Handwriting experts and the oral examination of both of the experts, this Tribunal has to reach to the conclusion. Apart from the evidence of Handwriting experts, Shri R.S.Gupta, who was officiating Manager on 1-12-1988 has been examined in detail. Shri Chander Singh, the co-worker of the workman and was working as Clerk-cum-Cashier on 1-12-1988 was also examined in detail. Shri O.P.Taneja was the then Manager who was also cross-examined in detail.

The cumulative inference from the pleading and the affidavits filed by the witness of the management is that the workman was transeferred from the concerned branch to another branch. The Bank Manager Shri O.P.Taneja was on leave on 1-12-1988. He proposed to relieve the workman on 30-11-1988 before his proceeding to leave but could not because of the request of the workman. The workman was thereafter relieved by Shri R.S.Gupta, who was officiating as Manager on 1-12-1988. The workman worked for whole of the day on 1-12-1988. He also visited the bank on 2-12-1988. On disclosure of fraud of Rs. 50,000 FIR was lodged in the appropriate Police Station and the workman in the presence of the witnesses admitted his fault. It has also come before this Tribunal that even father and brother-in-law of the workman came to the bank when workman admitted his fault and they prayed not for recording FIR. The father and brother-in-law of the workman handed over the FDR of Rs. 30,000 and had also given withdrawal form of Rs. 50,000 of the savings Bank Account No. 7303 of Shri Richpal Singh with the intention of returning the said amount to the Bank.

All these witnesses namely; Shri R.S. Gupta, Shri Chander Singh and Shri O.P. Taneja were cross examined at length by learned counsel for the workman. It has been the specific contention of Shri V.P.Gupta and Shri O.P.Taneja in their respective affidavits that workman admitted the charge in the presence of all the employees of the bank and even in presence of his father and brother-in-law. It has also been the specific contention of these two witnesses in their affidavits that father and brother-in-law of the workman handed over the FDR of Rs. 30,000 and also issue a withdrawal form for making the loss of the bank good. But these two witnesses were not cross-examined by learned counsel for the workman on these issues. I have gone through the cross-examination of both of the witnesses and it transpires that only one question has been asked regarding furnishing of FDR, which the witness has admitted. There is no cross-examination on the issue of admission and for issuing the withdrawal form to make the loss good. In *absentia* of cross-examination on these two issues the content of affidavit will be considered to be true.

I have also gone through the entire cross-examination of all these three witnesses and other materials on record. It is true that there is no direct evidence for fraudulently withdrawing of Rs. 50,000 and for stealing and destroying the withdrawal form and the relevant entry from the Long Book. But the following circumstances proved it beyond doubt that workman has committed the misconduct of fraudulently withdrawing an amount of Rs. 50,000 and thereafter stealing and destroying the withdrawal form :—

1. There was opportunity to the workman to commit this act. Before 1-12-1988 he was posted in the Bank and as per the evidence of all the three witnesses mentioned above workman was working on the seat where it was possible to fraudulently withdraw the amount.

2. On 30-11-1988, the Manager of the Branch concerned Shri O.P Taneja tried to relieve the workman on his transfer to another branch. It is clear from the evidence of Shri O.P.Taneja and Shri R.S. Gupta that on the request of the workman he was not relieved on that day.

3. The workman thereafter was relieved by Shri R.S. Gupta, who was officiating as Manager, on 1-12-1988 afternoon. The workman had worked for entire day on 1-12-1988. In the ordinary course of nature, every person will prefer to hand over the charge on the last day of the month but the workman preferred to get him relieved on 1-12-1988 afternoon.

4. The important circumstances is that workman even after relieving from the branch concerned on 1-12-1988 afternoon visited the branch once again on

2-12-1988 and remain in the bank as per the evidence of co-workers from 10.30 A.M. to 12.00 Noon particularly at the place where the voucher in question was kept for making entries in relevant register. The fact of visiting the workman to the branch concerned on 2-12-1988 is clearly established. There is no explanation on the part of the workman why he visited the branch on 2-12-1988 when he was relieved on previous day afternoon?

5. It is clearly established from the evidence of Shri R.S. Gupta and Shri O.P.Taneja that the workman admitted his charges in their presence and in the presence of father and brother-in-law of the workman. It is not denied by the workman that father and brother-in-law of the workman visited the bank.

As stated earlier, both the witnesses were cross-examined namely; Shri R.S.Gupta and Shri O.P. Taneja were cross-examined on this issue very lightly. Only one question from each witness was asked about the FDR, which the witness replied in positive. No other question in cross-examination was asked regarding the presence of father and brother-in-law of the workman in the branch concerned.

It has been the contention of the workman that his father and brother-in-law were not cross-examined. The departmental proceedings and the proceedings before Administrative Tribunal are different in nature than the proceeding before Civil Courts and Criminal Courts. The provisions of Indian Evidence Act are not applicable strictly before the Administrative Tribunals and in departmental proceedings. In one of the judgement Hon'ble Mr. Justice Krishna Iyer has expressed his view that in departmental proceedings and proceedings before the Administrative Tribunals, there should be no allergy even to hearsay evidence if it has credibility. The fact of admission by workman and consequential act of father and brother-in-law of the workman handing over FDR of Rs. 30,000 and a withdrawal form of Rs.50,000 has credibility as these facts have not been challenged by the workman in the proceedings before this Tribunal.

Thus, from the circumstances mentioned above, this fact is clearly established before this Tribunal that there was an opportunity to the workman to withdraw illegally and fraudulently an amount of Rs.50,000 for which he was charged. He has also availed the opportunity for destroying the voucher concerned and relevant entry in Long Book by making his unnecessary and unexplained visit to the bank on 2-12-1988. This fact is further corroborated by the evidence of Shri Chander Singh that on 2-12-1988 the workman remained present at the place where voucher was kept for the entry of Rs. 50,000 in relevant register. The purpose of his visit to the bank on 2-12-1988 is unexplained.

Thus, the above circumstances, if taken together makes it clear that the intention of workman to destroy the voucher and revelant entry in Long Book was to conceal his illegal design for fraudulently withdrawing Rs. 50,000. The charges leveled against the workman has been proved by the management before this Tribunal.

The workman was dismissed from the services. The order of dismissal in my view is proportionate to the committed misconduct. Accordingly this reference is answered that the punishment of dismissal from the services on account of misconduct of the workman was/is lawful. The workman is not entitled for any relief. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 17 मार्च, 2010

का. आ. 997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय -I, चंडीगढ़ के पंचाट (संदर्भ संख्या 66/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2010 को प्राप्त हुआ था।

[सं. एल-12011/107/2009-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 17th March, 2010

S. O. 997.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.66/2009) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India, and their workman, which was received by the Central Government on 17-03-2010.

[No. L-12011/107/2009-IR(B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. I, CHANDIGARH**

Case No. I.D 66/2009

Smt. Sunita Kumari, C/o President CBI Employees Union,
129, Lal Kurti, Ambala Cantt. Haryana

...Applicant

Versus

The Regional Manager, Central Bank of India, Regional
Office, Jawahar Market, Model Town, Rohtak

...Respondent

APPEARANCES

For the workman: None.

For the Management: Shri Banni Thomos.

AWARD

Passed on 08-03-2010

Central Govt. vide Notification No. L-12011/107/2009 (IR(B-II), dated 29-1-2010, has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Regional Manager, Central Bank of India, Rohtak in posting of Smt. Sunita Kumari, CTO, Kharkhoda branch as Head Cashier E in violation of promotion policy agreement dated 29-5-2000 is just fair and legal. What a relief the workman is entitled to and from which date?”

2. Case repeatedly called. None appeared on behalf of the workman despite notice. No claim statement has either been filed by the workman regarding her claim. The management submitted the written statement. It appears that workman is not interested to pursue her claim in reference. In view of the above as the workman is not appearing nor filed any claim statement, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned. Chandigarh 8-3-2010

G. K. SHARMA, Presiding Officer

नई दिल्ली, 17 मार्च, 2010

का. आ. 998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 287/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2010 को प्राप्त हुआ था।

[फा. सं. एल-12011/110/2001-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 17th March, 2010

S. O. 998.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 287/2001) of the Central Government Industrial Tribunal/Labour Court No.-I, Chandigarh now as shown in the Annexure in the

Industrial Dispute between the employees in relation to the management of UCO Bank, and their workman, which was received by the Central Government on 17-03-2010.

[F. No. L-12011/110/2001-IR(B-II)]

U.S. PANDEY, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. I, CHANDIGARH**

Case No. I.D 0287/2001

The General Secretary, UCO Bank employees,
Union(Regd), Central Office, UCO Bank, G.T.Road
Jalandhar City-144001 ...Applicant

Versus

The Zonal Manager, UCO Bank, Zonal Office, S.C.O.1092-
93, Sector-22-B, Chandigarh-160022

...Respondent

APPEARANCES

For the workman: None.

For the Management: Shri N.K.Zakhmi.

AWARD

Passed on 08-03-2010

Central Government vide Notification No.-L 12011/110/2001-(IR(B-II), dated 05-09-2001, has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of UCO Bank to impose the punishment of withdrawal of Special Allowance upon Shri A.K.Kapoor is legal and justified? If not, what relief is the disputant concerned entitled to?”

2. None is present on behalf of the workman/Union. Learned representative of the management is present. The reference was referred by the Central Government in the year 2001. Several opportunities have been given to the workman/Union but it is not availing the opportunity of being heard. It is already 2 P.M. At this stage, I have no option otherwise then to dismiss the claim of union in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh

8-03-2010

G. K. SHARMA, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का. आ. 999.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के

प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, असनसोल के पंचाट (संदर्भ संख्या 24/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-03-2010 को प्राप्त हुआ था।

[सं. एल-22012/298/2006-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S. O. 999.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.24/2007) of the Central Government Industrial Tribunal-cum-Labour Court, ASANSOL now as shown in the Annexure in the Industrial Dispute between the management of Bankola Area of M/s Eastern Coalfields Limited and their workman, which was received by the Central Government on 22-03-2010.

[No. L-22012/298/2006-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

PRESENT: Sri Manoranjan Pattnaik, Presiding Officer

Reference No. 24 of 2007

PARTIES: The Industrial Dispute between the management of Shankarpur Colliery, Bankola Area of E C L

Versus

Their Workman

REPRESENTATIVES

For the Management: P.K.Goswami, Advocate

For the Union (workman): G.S.Koyala Mazdoor Congress,
Gorai- Mansion, GT Road,
Asansol.

INDUSTRY: Coal **State:** West Bengal.

Dated 11-11-2009

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/298/2006-IR(CM-II) dated 19-3-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Shankarpur Colliery of M/s ECL in dismissing Sri Shiblal Majhi from service w.e.f. 5-9-2005 is legal

and justified? If not to what relief is the workman entitled to?"

On receipt of the Order No. L-22012/298/2006-IR(CM-II) dated 19-3-2007 of the above mentioned reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 24 of 2007 was registered on 3-5-2007 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on that date fixed and to file their written statement along with the relevant documents and a list of witness in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

Despite notices issued to the employer and the employee by registered post none of them made their appearance. It appears that they are not interest to proceed with the case and it is apparent that dispute no more exists. Award to the effect need be passed and hence it is ordered

ORDER

Let an award be and same is passed in terms of the above finding. Copy of the award be sent to the Ministry of Labour & Employment, Government of India, New Delhi.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का. आ. 1000.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, असनसोल के पंचाट (संदर्भ संख्या 37/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-03-2010 को प्राप्त हुआ था।

[सं. एल-22012/46/2007-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S. O. 1000.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.37/2007) of the Central Government Industrial Tribunal-cum-Labour Court, ASANSOL now as shown in the Annexure in the Industrial Dispute between the management of Tirath Colliery of M/s ECL, and their workman, which was received by the Central Government on 22-03-2010.

[No. L-22012/46/2007-IR(CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Sri Manoranjan Pattnaik, Presiding Officer

Reference No. 37 of 2007

PARTIES: Industrial Dispute between the management of Tirath Colliery of ECL

Versus

Their Workman

REPRESENTATIVES

For the Management : Sri P.K.Goswami,
Advocate.

For the Union (workman) : Sri Sayantan Mukherjee,
Advocate.

INDUSTRY: Coal : State: West Bengal.

Dated 11-2-2009

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No.L22012/46/2007-IR (CM-II) dated 27-6-2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Tirath Colliery of M/s ECL in terminating the service of Sri Dillip Roy w.e.f. 01-03-2006 is legal and justified? If not, to what relief is the workman entitled to?"

On receipt of the Order No. L-22012/46/2007-IR (CM-II) dated 27-6-2007 of the above mentioned reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 37 of 2007 was registered on 11-07-2007 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court.

On that date fixed and to file their written statement along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the record it appears that petition has been filed by the workman (Sri Dillip Roy) with a copy of Form 'H' containing the term and conditions of settlement. There is no need for further proceeding. The industrial dispute no more exists and hence an award to that effect needs to be passed. Accordingly, it is ordered:

ORDER

Let an award be and same is passed in terms of the above finding. copy of the award be sent to the Ministry of Labour & Employment, Govt. of India, New Delhi.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का. आ. 1001.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, असनसोल के पंचाट (संदर्भ संख्या 29/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-03-2010 को प्राप्त हुआ था।

[सं. एल-22012/111/2005-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S. O. 1001.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2006) of the Central Government Industrial Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure in the Industrial Dispute between the management of M/s Eastern Coalfields Limited, and their workmen, received by the Central Government on 22-03-2010.

[No. L-22012/111/2005-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

Present : Sri Manoranjan Pattnaik, Presiding Officer

Reference No. 29 of 2006

Parties : The Agent, Dhemomain Colliery of M/s. ECL, Burdwan.

Versus

Jt. Secretary, CMC (HMS), G.T. Road, Asansol, Burdwan.

REPRESENTATIVES

For the Management : P. K. Das, Advocate.

For the Union (workman) : S. K. Pandey, Jt. Secy.
CMC (HMS).

INDUSTRY : Coal **State :** West Bengal
Dated 05-02-2010

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947), Govt. of India

through the Ministry of Labour vide its letter No. L-22012/111/2005-IR(CM-II) dated 20-07-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Dhemomain Colliery of M/s ECL is dismissing the services of Sh. Kajal Das, U.G. Loader, w.e.f. 20-03-2003 is legal and justified? If not, to what relief is the workman entitled?”

Having received the Order No. L-22012/111/2005-IR (CM-II) dated 20-07-2006 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 29 of 2006 was registered on 14-08-2006 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed.

In response to the notice issued from this Tribunal both the parties made their appearance through their Advocate Sri P.K. Goswami and the Officer bearer of the concerned union, Sri S.K. Pandey. Written statement has also been filed by both sides. However, it is informed by the workman Sri Kajal Das to-day that dispute has been settled mutually between both parties. Both the Learned Counsel and authorized representative have signed on the application raising no objection.

In view of that schedule industrial dispute no more exists. Accordingly, an award needs be passed to that effect. Hence, it is ordered.

ORDER

Let an “Award” be and same is passed as per above. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का. आ. 1002.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, असनसोल के पंचाट (संदर्भ संख्या 01/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-03-2010 को प्राप्त हुआ था।

[सं. एल-22012/238/2006-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S. O. 1002.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

The Government hereby publishes the award (Ref. No. 01/2007) of the Central Government Industrial Tribunal cum-Labour Court, ASANSOL, now as shown in the Annexure in the case of a dispute between the management of Manoharbahal Colliery of M/s. Eastern Coalfields Limited, and their workman, received by the Central Government on 22-12-2009.

[No. L-22012/238/2006-IR(CM-II)]
AJAY KUMAR GAUR, Desk Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL.**

Manoranjan Pattnaik, Presiding Officer

Reference No. 1 of 2007

Management of Manoharbahal colliery of Eastern Coalfields Limited, Burdwan.

Versus

Workman, Secretary, CMC, Asansol. Distt. Burdwan.

REPRESENTATIVES

For Management : Sri P. K. Goswami,
Advocate.

For Workman (Workman) : Sri. S. K. Pandey

At the Burdwan, State: West Bengal

Dated 1-12-2009

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/238/2006-IR(CM-II) dated 28-12-2006 has been pleased to dispose the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Manoharbahal Colliery of M/s. ECL in dismissing Gobardhan Bouri, U G. Loader from service w.e.f. 20-3-2003 is legal and justified? If not, to what relief the workman entitled?"

The Tribunal has received the Order No. L-22012/238/2006-IR(CM-II) dated 28-12-2006 of the above mentioned Tribunal. The Govt. of India, Ministry of Labour, has been informed of the dispute, a reference case No. 1 of 2007, registered on 16-01-2007 and the award made to that effect was passed to issue and the same has been posted to the parties concerned and the same is on the court on the date fixed and

to file their written statement along with the relevant documents and a list of witnesses in support of the claims. Both parties filed written statement and addressed evidence.

The management made its appearance through its Counsel without finding any pleadings. The Union, However, has filed the written statement. Both the parties have been heard. The un rebutted claims of the late workman Gobardhan Bouri (substituted by his widow Smt. Janta Bouri vide order dated 22-5-2009) worked as Ug. Loader in Manoharbahal colliery of M/s. Eastern Coalfields Ltd. He remained absent in duties due to illness and joined later after recovery. He was however, charge sheeted vide C.S.No. MB/01/34 dt. 23-11-2001 and was subsequently dismissed w.e.f 20-2-2003 without charge sheet being served on him nor providing opportunity to defend. He was also not supplied with copy of enquiry proceeding nor served with 2nd show cause.

As indicated above the employer i.e M/s. ECL has not challenged the claims of the workman apparently finding the claims as genuine. It has been stated that the medical certificate etc., submitted by the workman in support of his illness that prevented him from attending duties has been ignored by his authority and he was charge sheeted. The management is not coming forward with the impugned enquiry report to counter the allegation. And the workman levelled blemish on the enquiry report that it is unfair unjustified and against natural justice.

The dismissal of the workman i.e. Gobardhan Bouri Under ground Loader, from service w.e.f. 20-3-2003 in the face of the above reasons cannot be held justified. The order of dismissal is liable to be set aside entitling him for reinstatement w.e.f the very dated of dismissal.

The workman however died since 22-10-2006 and is being substituted by his widow Smt. Janta Bouri. She is entitled to all financial benefits which would be disbursed in favour of Late Gobardhan Bouri. That apart the management is being called upon to extend all benefits that lawfully flow down to the successor of the workman dying in service including financial and employment. As such, it is ordered:

ORDER

Let an Award be and same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful.

MANORANJAN PATTNAIK, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का. आ. 1003.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू.सी.

एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 44/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-03-2010 को प्राप्त हुआ था।

[सं. एल-22012/143/2004-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S. O. 1003.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.44/2005) of the Central Government Industrial Tribunal-cum-Labour Court, NAGPUR as shown in the Annexure in the Industrial Dispute between the management of Western Coalfields Limited, and their workman, which was received by the Central Government on 22-03-2010.

[No. L-22012/143/2004-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/44/ 2005

Date 10.3.2010

Petitioner/

Party No.1 : The General Secretary,
MPKKMP (HMS),
Po. Junnardeo, Distt. Chhindwara,
Chhindwara (M.P.)

Versus

Respondent/
Party No.2 : The Chief General Manager,
WCL, Kanhan Area, PO
Dungaria Distt.
Chhindwara,
Chhindwara (M.P.)

AWARD

(Dated: 10th March, 2010)

1. The Central Government after satisfying the existence of dispute between the General Secretary, MPKKMP (HMS), Po. Junnardeo, Chhindwara (Party No.1) and the Chief General Manager, WCL, Kanhan Area, PO Dungaria, Chhindwara (Party No.2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/143/2004-IR (CM-II) dated 13-5-2005 under clause (d) of sub-section (1) and sub Section(2A) of Section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule.

2. "क्या मुख्य महाप्रबंधक, वेस्टर्न कोलफील्ड लिमिटेड, कन्हान एरिया, पोस्ट दुंगरिया, जिला छिन्दवाडा के प्रबंधन द्वारा श्री अनवर आत्मज श्री सरवर, माइनिंग सरदार, घोडावाडी कालरी को आदेश

कमांक डी.ए.सी/ 1475/93 दिनांक 28-9-1993 के द्वारा 37.5 प्रतिशत प्रांतीय रुपये 60.15 में कमी करते हुए प्रतिदिन रुपये 45.90 का कार्यवाही अन्यायित है? यदि नहीं, तो संबंधित कर्मचार किस अनुबंध का हकदार है?"

3. The reference came up for hearing on 18-12-2006 on which the petitioner and his counsel were absent. The petitioner and his counsel were absent for more than one year. The counsel for Petitioner has not even filed his statement of claim. On 9-3-2010, the petitioner and his counsel were also absent. The management has filed the pursis for disposing the case. It seems that the Petitioner is not taking any interest in prosecuting the case. I do not think it proper to continue it on the same stage years together. In the circumstances, no purpose will be served in continuing the case, hence it dismissed for the default of the Petitioner and I pass the negative award that he is not entitled for any relief. Hence this Award.

Date: 10-03-2010

A. N. YADAV, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का.आ. 1004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पूर संघ, विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 44/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-03-2010 को प्राप्त हुआ था।

[सं. एल-40012/175/2004-आईआर (डीएम-II)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S.O. 1004.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management in relation to the management of Department of Pulp and Paper, their workman, which was received by the Central Government on 22-03-2010.

[No. L-40012/175/2004-IR(175)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 116 of 2000

BETWEEN

Sh. Kalloo son of Sri Sahab Karan
House No.366 Om purwa,
Harjender Nagar,
Kanpur.

And

The General Manager,
Kanpur Telecom Zila
AE Building,
The Mall Kanpur.

AWARD

1. Central Government MOL New Delhi vide Notification no. L-40012/175/2000/IR(DU) dated 14-9-2000 has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of General Manager, Kanpur Telecom Zila Kanpur in terminating the services of their workman Sh. Kallu w. e. f. 1-5-87 is legal and justified? If not to what relief the workman is entitled?
3. Brief facts are that the applicant claimant has tiled his statement of claim praying that the action of the management in terminating the services of the claimant and not following the provisions of Section 25F, 25N, 25 G and 25 H of Industrial Disputes Act 1947, be termed as illegal void and bad in law and he be reinstated with full back wages.
4. Claimant has alleged that he was appointed on the post of peon as a daily wager with effect from 1.5.86 at Telecom Department Upica Bhawan, Sarvodaya" Nagar, Kanpur, and worked there continuously till 30-4-87. His services were verbally terminated on 1-5-87 without giving any notice, notice pay and retrenchment. When the workman reported for duty on 1-5-87 he was verbally informed that his services have been terminated with immediate effect. in this way opposite party took continuous work from the workman from 1-5-86 to 30-4-87 and he worked for more than 240 days in one calendar year prior to his termination. Payment was made to the workman some times in his own name, sometimes in fictitious name like Ramesh Mohan etc only to forfeit the genuine claim of the workman which a clear case of unfair labour practices. He was forced to sign all these payment vouchers in these fictitious names. The post on which the workman was working was of the permanent and regular nature. Opposite party has not paid the wages for Sundays and holidays for which the workman was entitled, therefore, the termination of the services of the workman amounts' to retrenchment and the opposite party has

committed breach of the provisions of Industrial Disputes Act, and therefore, he is entitled to be reinstated.

5. Opposite party has filed the written statement wherein they have vehemently contradicted the aversion of the claim of the workman. It is stated that he was never appointed on the post of peon on 1-5-86 and he never worked till 30-4-87. He was never terminated on 1-5-87 orally or otherwise. There is a ban in the Telecom Department to appoint on group C and Group D post with effect from 1-4-85. The papers produced by the claimant before the ALC, though not admissible to the opposite party, the claimant might have obtained the certificate from some person that he worked as casual labour on muster roll, but it also does not show that he worked in the month of September and October 86. He never worked for 240 days and no right accrues to the claimant on the basis of these certificates. It is also wrong to say that the claimant was forced to sign on fictitious vouchers. In the entire claim statement claimant did not show as to what nature of work he was performing. Present claim is too delayed and time barred. Thus the opposite party has prayed that the claim of the claimant is liable to be rejected.
6. The claimant has also filed rejoinder/counter reply. He has contradicted the allegations of the management and has reiterated the facts pleaded in his pleadings.
7. Both the sides have adduced oral as well as documentary evidence.
8. Claimant has adduced 13 documents vide list no. 13/1 but these are mainly photocopies. Thereafter, the claimant has filed original documents vide list Paper No. 22/1. There are 13 documents filed along with this list. Paper No. 22/2 is the main document that is original copy of working period of the concerned workman and other documents are affidavit, letter written by the claimant to opposite party department and letter alleged to have been written by the opposite. party department to the claimant and the original copy of enrolment in Employment Exchange Kanpur, copy of caste certificate and letter by claimant to the opposite party department as alleged by him.
9. The opposite party has not filed any documentary evidence.
10. Claimant has adduced himself as W.W.I Sri Kalloo. Opposite party has produced witness Sri Prahlad who is SDE Building as M.W.I.

11. I heard the both the parties and perused the record and the evidence of both the parties.

My findings are—

12. It is the admitted case of the claimant that he was not appointed on a regular post. He claimed that he was appointed as a daily wager peon with effect from 1-5-86 and his services were verbally terminated on 1-5-87. During the arguments the claimant has mainly relied upon a document which is Paper No. 22/2. It is claimed that this letter has been given by the opposite party department AE (Phones) Kanpur Telecom Department to the claimant as certificate showing that the claimant had worked with effect from May, 1986 to April, 1987 for 285 days.
13. Therefore, the only short question in this case is to be decided as to whether the claimant worked with the opposite party department for 240 days or more, in a calendar year preceding the date of termination i.e. 1-5-87.
14. Opposite party has totally contradicted and contended that this paper appears to be a fake document. They have invited my attention to this paper and submitted that this paper appears to be of the year 1988 but the stamp which has been put on this paper appears to be new one. It does not appear to be the original or carbon copy, because if it is a carbon copy then it is difficult to have stamp on it and it also carries the signature of the issuing person. Moreover, there are overwriting or manipulation in the third line this is also shown to be as original. Moreover in the sixth line there is a big spacing that is certified that Sri Kall (there is a blank spot) son of Sri Sahab Kanan resident Ompurwa Chakeri Road Kanpur and there is blank space. I have gone through all these infirmities mentioned by the opposite party. This infirmity places a doubt whether it is an original document or prepared after placing a carbon paper. Some where it shows its originality and some where it shows to have been prepared as a carbon copy. Therefore, in my view no cognizance can be taken on this document.
15. There is one more paper 22/6 alleged to be given by the opposite party department to the claimant. This is also dated 23-11-89. There is a gap of 19 or 20 years and the stamp on this paper appear to be the new one as was in paper no. 22/2.
16. I have gone through the statement of W.W. 1. In the chief he has, stated that his name was sent by the employment exchange. He has filed paper no. 22/12 card of employment exchange.

Now it was very easy for the claimant to produce and file the letter which was issued by the employment exchange to the claimant. More so he could have summoned the record from the employment exchange but he did not file the copy of the letter which was sent by the employment exchange for appearing before the opposite party department for the post of daily wager. He stated that the certificate for the working days was issued by Sri R. S. Gupta but this fact has not been mentioned by him in his statement of claim. If he knows that this certificate was issued by Sri Gupta, he could have produced Sri Gupta on his behalf as witness. In the cross examination he again asserted that his name was sent from the employment exchange but in the cross he stated that he was not called by the department for interview through any letter and he was not interviewed which does not appear to be reasonable.

17. Claimant has vehemently contended that the statement of M. W. 1 should not be believed. Main cross has been done on the point of Sri Gupta A.E. In this regard I have to say that if this witness was the person was so material it was the duty of the claimant to refer his name specifically in the pleadings so that the opposite party may have opportunity to clarify it. Nothing has been done and pleaded, When not pleaded even then it becomes incumbent upon the claimant to produce Sri Gupta as witness and it was not the duty of the opposite party to produce him to controvert the claim of the workman.
18. Therefore in my view prima facie the burden lies on the workman to prove that he has worked for 240 days or more in one calendar year preceding the date of termination.
19. Claimant has filed a number of rulings viz-
 1. 2010 (1) SCC (L&S) Director Fisheries Terminal Department versus Bhikubhai Meghajibhai Chavda.
 2. 2000 (84) FLR 3 SC Hardwari Lal versus State of U.P.
 3. 2005 (106) FLR 381 Allahabad High Court, U.P. Power Corporation Limited and others versus P.O. Labour Court Gorakhpur.
 4. 2007 (114) FLR 38 Delhi High Court, Rameshwar Dayal versus P. O. Labour Court Delhi.
20. I have gone through the principles laid down by Hon Apex Court and High Court respectively. But as I have stated earlier the claimant at the

initial stage has to stand upon his own legs. When the claimant has filed documents and the documents does not appear to be genuine then no cognizance can be taken over these documents. Statement given by W.W. I does inspire confidence. Evidence has to be read as a whole and the claimant could not be allowed to take the benefit for the ignorance shown by M.W.I in his statement. More so when this is a case of the year 1987-88 and the claimant has raised the dispute before the ALC in 1998 and the reference has been made in the year 2000. The opposite party contended that it is quite difficult to keep the record of the year 87-88 of any daily wagers unless it is required somewhere.

21. Opposite party has also produced rulings viz.-

1. 2006 (110) FLR 211 SC NFL and others versus Somvir Singh.
2. SC SLP (C. No 7957 of 96) dated 26-3-97 between Himanshu Kumar Vidyarthi versus State of Bihar.
22. In this case there was a termination of service of a daily wager and temporary employee. It was held that he has no right to the post. His disengagement was held not arbitrary. His case cannot be treated under the I.D. Act.
23. In this case the employees were not appointed in accordance with the rules but were engaged on the basis of need of work. They were working on daily wages. Under these circumstances the Hon'ble Apex Court held that their disengagement of service cannot be construed to be a retrenchment under the I.D. Act.
24. Therefore, considering the principles laid down by Hon'ble Apex Court, and the facts, evidence and circumstances of the case, the claimant has not been able to prove his case.
25. Therefore, reference is decided against the claimant and in favour of the opposite party that the claimant is not entitled for any relief as claimed by him in his claim statement, accordingly his claim is rejected.

RAM PARKASH, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का.आ. 1005.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिन्टेन्डेंट ऑफ पोस्ट्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 194/99) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2010 को प्राप्त हुआ था।

[सं. एल-40012/57/99-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S.O. 1005.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 194/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Superintendent of Posts and their workman, which was received by the Central Government on 22-3-2010.

[No. L-40012/57/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 194 of 1999

BETWEEN

Sh. Aditya Kumar Gupta
C/o Lalta Prasad Vajpayee,
181-C, Shastri Nagar,
Kanpur.

And

Superintendent of Post Offices,
Postal Department,
Farrukhabad.

AWARD

1. The Central Government MOL New Delhi vide notification no. L-40012/57/99 IR(DU) dated 3-8-99 has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the Superintendent of Post Office, Department of Posts, Farrukhabad and Sri Aditya Kumar Gupta, Post Master (Dak Pal) is legal and justified? If not, to what relief the workman is entitled?
3. Brief facts are that the claimant Sri Aditya Kumar Gupta has filed this claim statement making a prayer that he should be reinstated with all consequential benefits.
4. It is stated that he was appointed by the opposite party on 3-2-93 on the post of Dakpal. He continued to work till 30-9-97 but he was discharged on 1-10-97. He stated that while

removing he was not served with any notice and paid any retrenchment compensation and therefore, the opposite party has committed the breach of the provisions of Section 25F of the Act.

5. Opposite party in its written statement stated that the claimant was given charge by the then Sub Post Master in an irregular way and the claimant worked unauthorizedly till 4-11-97 (forenoon) but he was removed in the compliance of judgment passed by the CAT on 4-11-97. It is also stated that the claimant has filed a writ in the Hon'ble High Court and the writ is pending and prayed that the claim be rejected.
6. Claimant has also filed the rejoinder vide paper no. 13/1-13/2.
7. Claimant has filed three documents vide list 10/1 dated 23-3-01. These are all photocopies.
8. Opposite party has filed two documents vide list 8/1 dated 10-8-01. One is the copy of the judgment of the CAT and other is the photocopy of the appointment.
9. Claimant has adduced himself as a witness W.W.1 Sri Aditya Kumar Gupta. No other evidence has been given by either of the parties.
10. I have gone through the facts, evidence and perused the record.
11. During argument none appeared on behalf of the opposite party.
12. Government of India send the reference as follows:—
13. Whether the action of the superintendent of Post of Office, Department of Post, Farrukhabad and Sri Aditya Kumar Gupta Post Master is legal and justified.
14. On a plain reading of this reference it appears that the present reference order is absolutely vague. It has not been shown as to in what context the present reference order has been made by Central Government. The claimant has been shown in the capacity of the management, therefore, it is difficult to decide such a reference as such the present reference is left unanswered in the facts and circumstances disclosed hereinabove.

Date : 10-3-10

RAM PARKASH, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का.आ. 1006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार

विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 180/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2010 को प्राप्त हुआ था।

[सं. एल-40012/354/2000-आईआर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S.O. 1006.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 180/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workmen, which was received by the Central Government on 22-03-2010.

[No. L-40012/354/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.

Present: N. K. PUROHIT, PRESIDING OFFICER

Industrial Dispute No. 180 of 2000

Ref. No. L- 40012/354/2000-IR(DU) dated: 31-10-2000

BETWEEN

The State Divisional Secretary,
Bhartiya Mazdoor Sangh, Uttar Pradesh
2, Navin Market
Kanpur (U.P.) 208001

And

The District Manager,
Door Sanchar
Mathura (U.P.) 281001

AWARD

Dated 10-3-2010

1. By order No. L-40012/354/2000-IR (DU) dated: 31-10-2000 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Divisional Secretary, Bhartiya Mazdoor Sangh, Uttar Pradesh, 2, Navin Market, Kanpur (U.P.) and the District Manager, Door Sanchar, Mathura for adjudication.

2. The terms of reference under adjudication are as under :

“Whether the action of the management of District Manager, Door Sanchar in not regularising the services of Sh. Devendra Tewari w. e. f. 1-10-1997 and subsequently terminating his services w. e. f. 14-1-2000 is justified? If no, what relief the workman is entitled?”

3. The case of the workman's union in brief, is that is the workman Devendra Tewari was appointed by Sub-Divisional Officer, Telecom, Mathura w.e.f. 1-10-1997 and since then he worked continuously, for 14 hours every day, with opposite party and he was paid Rs. 1500 as wages on montly basis, after signing on voucher. It has been submitted by the workman's union that it raised a dispute before Asstt. Labour Commissioner (Central) Kanpur for regularizing the services of the workman w.e.f. 1-10-1997 and to provide him consequential benefits at par with other regular employees at which the opposite party terminated his services w.e. f. 14-1-2000 by oral order in contravention to the provisions contained in Section 33 of the Industrial Disputes Act, 1947. The workman's union has submitted that the workman has worked for 240 days in every calandar year, therefore, termination of his services without and notice or retrenchment compensation invites violation of Section 25-F of the I. D. Act, and accordingly, it has prayed that the oral termination order of the workman be declared unfair and illegal and he be reinstated with continuity in services and other consequential benefits, including back wages. It has further prayed that the services of the workman be regularized w.e.f. 1-10-1997 with consequential benefits.

4. The opposite party has disputed the claim of the workman's union by filing its written statement wherein it has submitted that the workman, Devendra Tewari was never appointed as casual labour as there is ban on engagement of casual labour w.e.f. 31-03-1985, therefore, there arise no question of disengaging his services at any point of time, rather his services were availed by the department on purely contract basis, through a Contractor, on one time payment and he was never been paid that since the workman worked for certain period only on purely contract basis, therefore, he is not entitled to service benefits at par with the regular employees and accordingly it has prayed that the claim of the workman's union be rejected without any relief to the workman concerned.

5. The workman's union has filed rejoinder whereby it has only reiterated his averments in the statment of claim and has not introduced any new fact.

6. The parties have filed documentary evidence in support of their respective cases. The workman's union examined workman whereas the opposite party examined Sh. R. N. Sharma, SDO(Phones) and Sh. N. S. Chaudhari, DE in support of their respective stands. Both the parties have filed their written arguments apart from forwarding oral submissions.

7. Heard the learned representative of both the parties and scanned the entire material on reocrd.

8. The learned representative on behalf of the workman has submitted that the workman had worked for the period 1-10-1997 to 14-1-1999 as casual worker but his services have been terminated without giving any notice, during pendency of industrial dispute before ALC (Central), Kanpur. He has further submitted that the management has not denied the facts mentioned in para 6 and 8 of the statement of claim wherein it has been pleaded that since 1-10-1997, the workman was continuously working as casual worker. The management witness Sh. R. N. Sharma has admitted this fact that workman had worked even after 30-11-1998 & also admitted that he had worked upto 13-11-2000. The management has not adduced any evidence regarding alleged engagement of the workman on contract basis through contractor Sh. Vijay Yadav. Further management witness Sh. R. N. Sharma has also admitted that payment to contractor is made after submission of bill and contractor used to pay to the labours. He has also submitted that inspite of directions given by the Tribunal on 03-12-2001 the management did not produce original documents that were in their power and possession therefore adverse inference should be drawn. In support of contentions raised by him he has placed reliance on following case laws;

1. (2008 (117) FLR 1191) Sita Ram and others vs. Motilal Nehru Farmers Training Institute.
2. (2005 (104) FLR 462) M. Kasturi and Senior Deputy Director General, BSNL, New Delhi & others.
3. (2007 (115) FLR 36) Telecom District Manager and Raj Kumar and another.
4. (2008 (118) FLR 913) Management of Food Corporation of India, Balasore and Sri Narayan Raul and others.
5. (2008 (116) FLR 1046) Union of India and Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Kanpur Nagar and another.
6. (2008 (117) FLR 390) Kamlakar and Joint Director (Sugar) Corporation and another.
7. (2006 (108) FLR 592) Sonapat Co-operative Sugar Mills Ltd. and Rakesh Kumar.
8. (2008 (116) FLR 1172) U.P. State Electricity Board and Pooran Chandra Pandey and others.
9. (2008 (118) FLR 942) General Manager, ONGC, Silchar and ONGC Contractual workers union.
10. (2006 (116) FLR 1031) Life Insurance Corporation of India and another and Kailas Nath and others.

9. Per contra, the learned representative on behalf of the management has submitted that the workman was engaged as casual labour through contractor to assist Sh. G. S. Twari employee of the department who was also relative of the workman. There is nothing on record that applicant was appointed by any authorized person. He has further contended that ACG- 17 forms are being used for payment of miscellaneous expenses only. The workman has not made clear that if he had appointed by the department on the permanent vacant post then why he was accepting the payment on the voucher of miscellaneous expenses. The workman was never appointed, as casual labours as there was ban on engagement of casual labours therefore, there arise no question of disengaging his services. The workman had worked only for certain period on purely contract basis and one time payment were made to him for a certain period. There is no post of permanent nature of alleged work. He has also submitted that the reply of the management as a whole is to be read and only on the basis of the reply para 6 & 8, no inference can be drawn that management has admitted the alleged facts. The photocopies of the documents filed with affidavit on 9-02-2002 are not genuine and also not been signed by any authority of the opposite party. Even in the oral evidence also the same was not proved as secondary evidence.

10. I have given my thoughtful consideration on the rival submission of both the sides and case laws submitted in support of their contention.

11. In [2008 (117) FLR 1191] SCC Hon'ble Apex Court has observed that under Section 25-F of I. D. Act, the workman has to prove that he has worked for more than 240 days in preceding 12 months & burden to prove is on the workman. In [2008 (108) FLR 592] workman was employment on daily wage basis and had worked for more than 240 days in a period of one year prior to his termination Hon'ble Apex Court observed that termination without notice., notice pay and retrenchment compensation is in violation of Section 25-F In [2008 (119) FLR 942] SCC Hon'ble Apex Court has observed that Tribunal may lift the veil so as to determine the nature of the employment and the dispute between the parties. In [2008 (108) FLR 398] SCC the workman was employment on part time basis Hon'ble Apex Court has observed that even part time workman is covered by Section 2(s) and is entitled to benefit of continuous service if he fulfil specific conditions of Section 2(s) and 25B 1 he shall be entitled to Section 25F as well. In 2005 (104) FLR 462 the matter was pertaining to casual labours to Department of Telecom Hon'ble Andhra Pradesh High Court observed that temporary statues had to be conferred on casual labours who were in employment as on the date of the commencement of 1989 scheme and who had completed 240 days of work by the relevant date as required by the scheme. In other case laws referred by the learned representative the above legal proposition have been reiterated.

12. This legal position is not disputed that if a workman had worked for atleast 240 days in preceeding 12 months from the date of his alleged termination, his services can not be terminated without complying with the provision of Section 25-F of the I. D. Act which are imperative in nature and in case the termination is found to be invalid and in violation of the statutory provision of Section 25-F of the I.D. Act, the termination would be void-abinitio.

13. In the light of above legal position we have to see whether workman had worked for more than 240 days preceding 13 months from the date of his alleged termination and whether his services have been terminated in violation of Section 25-F of the I.D. Act.

14. The workman Devendra Tewari has stated that he was appointed on 01-10-1997 by Sub-Divisional Officer, Door Sanchar, Mathura and he was paid Rs. 1500 per month as salary after obtaining his signature on the vouchers. He has further stated that the work of voltage checking, transfer of telephone connection, maintenance of cut over register, obtaining new telephone sets and other work for new connections, and operating generator was used to be taken from him. He has further stated that when he raised industrial dispute before Assitt. Labour Commissioner (C) Kanpur through union on 29-12-1999 for regularization and equal pay as given to other regular employees, he was disengaged on 14-01-2000 by oral orders. He has further stated that he had worked for more than 240 days against vacant and permanent post. In support of his statement photo copies of following documents have also been submitted.

1. I. D. application before ALC (Central) Kanpur dated 29-12-1999.
2. Reply of management in above noted I. D.
3. Rejoinder statement filed by workman/union in above noted case dt. 24-2-2000.
4. F.O.C. dt. 19-7-2000 of ALC (Central) Kanpur.
5. Certificate issued by ITI Gonda in trade fitter.
6. Photograph on the occasion of Indendence Day 1999 celebrated at Krishna Nagar Telephone Exchange, Mathura.
7. Letter of appointment dt. 01-10-1997 issued by SDO Phones, Mathura.
8. Experience certificate dt. 14-01-2000 said to be issued by SDO, Phones.
9. PG register for the period 5-03-1998 to 11-06-1999.
10. From 14-4-99 to 14-1-2000
11. Battery register 17-11-98 to 9-1-2000.

12. Cut over register from 3-10-1991 to 14-10-1991.
13. Attendance register from 01-10-1997 to 19-08-1999 for the period 8-9-99 to 7-9-99, 18-8-99 to 1-1-99
14. For the other over staff
15. The management filed affidavits of Sh. N.S. Choudhary and Sh. R. N. Sharma wherein they have stated that the alleged certificate dated 1-10-1997 & 14-01-2000 said to be given by them respectively are forged and no such certificates were ever given by them to the workman and the certificates do not bear their signatures.
16. The management witness Sh. N.S. Choudhary has stated in his cross-examination that workman's brother-in-law Sh. G.S. Tewari was working in the department who made a request for a labour to assist him therefore, he told him to engage some labour from the market. As regards photocopies of the documents submitted by the workman he has shown his inability to comments in absence of original documents.
17. The management witness Sh. R.N. Sharma has stated that he was working in Krishna Nagar Exchange since 23-11-1998 and during his period the workman had worked only for the period 23-11-1998 to 30-11-1998 but he has admitted that the workman had worked even after 30-11-1998 on contract basis and he has also admitted that the workman had worked upto 31-1-2000. He has further admitted that a letter dated 08-10-1999 addressed to ITI Ltd., Mankapur to handover some goods for exchange to the bearer of the letter i.e. Sh. Devendra Tewari was given by him. He has further stated that the contractor Sh. Vijay Yadav had engaged the workman Sh. Devendra Tewari as contract labour. He has also stated that the name of the workman is not mentioned in the attendance register maintained in the office. The photocopy of the said register has also been produced in support of his statement.
18. It is pertinent to mention that in para 6 of the claim statement the union has pleaded as under ;

“यह कि प्रार्थी का कार्य एवं व्यवहार अपने सम्पूर्ण सेवा-काल के दौरान सदैव संतोषपूर्ण रहा है और इसी नाते प्रतिवादी पक्ष के अधिकारियों को उससे कभी कोई शिकायत नहीं रही है ।”
19. The union has further pleaded in para 8 as under;

“यह कि प्रार्थी द्वारा प्रतिवादी पक्ष के अधीन दिनांक 01-10-97 से वर्षों तक लगातार अबाधित ढंग से निरंतर

कार्यविधि स्थाई प्रकृति के कार्य में रिक्त एवं स्थाई पद पर पूर्ण की है । फिर भी नियोजकों द्वारा उसे सामान्य अस्थायी मजदूर का ही वेतन भुगतान करके उसे नियमित कर्मचारी को मिलने वाले वेतनमान तथा अन्य सुविधाओं से वंचित रखा जाता रहा है ।”

20. In stead of denying the above contentions of the union the management of Door Sanchar has only pleaded that para 6 and 8 needs no comments. In absence of any specific denial it may be presumed that above facts have been impliedly admitted by the management. It is also pertinent to mention that vide application dated 16-11-2001 union made an request for summoning 7 original documents mentioned therein in support of its case and vide order dated 03-12-2001 considering the documents relevant to decide the issues involved in the matter, direction were given to the management to produce the same but upon perusal of the record it appears that only a photo copy of attendance register for the period 1-09-1997 to Dec.1998 was produced. As regards other documents it was stated that other documents are not available as the same are not maintained by the department but no affidavit has been filed in support of this contention. It appears that the management has withheld the best evidence. The workman has produced photo copies of the PG register docket, Battery Register, cut over register, General Register. In view of the nature of documents it can not be said that above documents are not maintained by the department and they were not in power and possession of the department. Further the management witness Sh. R.N. Sharma has stated that original record is available in the office of General Manager, Telecom, Mathura. Since the documents, which were in power & possession of the management had not been produced despite directions, it may be presumed that it would have gone against the contentions of the management.
21. The workman has stated that he had worked under the employer for the period 1-10-1997 to 13-01-2000 and his services were terminated on 14-01-2000 by oral order without any prior notice or retrenchment compensation under Section 25-F of the I.D. Act. The management witness Sh. N.S. Choudhary and Sh. R.N. Sharma has submitted their affidavits only in respect of alleged certificate dated 1-10-1997 and 14-01-2000 respectively wherein they have stated that said documents are forged and they do not bear their signature but they have not specifically denied this fact that the workman had not worked as casual labour from 01-10-1997 to 13-01-2000.

Sh. R.N. Sharma has stated that he is working in Telephone Exchange, Krishna Nagar since 23-11-1998 and during his tenure the workman had worked only for the period 23-11-1998 to 30-11-1998 but he has admitted that letter dated 08-10-1999 addressed to ITI Ltd., Mankapur for handing over certain equipments to the workman was given by him as he was going to that place therefore, he handed over to him but the workman was not working under him on 08-10-1999. This statement is not believable that the workman was not working in the department despite this he handed over official letter for issuing certain equipment to Devendra Tewari. His statement rather fortifies the version of the workman that he was working as casual labour from 01-10-1997 to 13-01-2000. The management witness Sh. R.N. Sharma has himself admitted this fact in his cross-examination. He has stated as under:

“इसका अर्थ यह है कि दिनांक 30-11-1998 के बाद देवेन्द्र तिवारी ने कान्स्ट्रक्टर के आधार पर काम किया, दिनांक 13-01-2000 तक कार्य किया।”

It is evident from above statement that the workman had worked from 30-11-1998 to 13-01-2000 in the office of SDO, Telecom.

22. Thus, the question which survives for consideration is whether the workman was working as casual labour for the said period or as a contract labour.
23. The management has not adduced any documentary evidence on, the basis of which it can be inferred that any contract for supply labour was given to contractor Sh. Vijay Yadav. To establish this fact that the workman was working as contract labour the management has produced photo copies of voucher exhibits M 1 to M8. original vouchers has not been produced, but the workman in his cross-examination has admitted his signatures on the said vouchers. Upon perusal of the above documents Ex.M 1 and M8 it is evident that payment of wages for the period Dec. 1997, Jan. 1998, Feb. 1998, April 1998, May 1998, August 1998, Sept. 1998 and Oct. 1998 have been made through ACG-17 vouchers which according to management are for misc. payments. These payments have been made by the SDO, Telephone, Exchange, Krishna Nagar but name of the contractor is not mentioned and out of above 8 vouchers only on one voucher for the month of May 1998 is written in Hindi “Tekhey par karya kiya” just before the signature of the worker the workman has denied in cross-examination that this line was written by him. Further, the management

witness Sh. N .S. Choudhary has stated in his cross-examination as under;

“कान्स्ट्रक्टर जो श्रमिकों की आपूर्ति के लिए लगाए जाते हैं उसे भुगतान किया जाता है और कान्स्ट्रक्टर अपने श्रमिकों को भुगतान करता है।” कान्स्ट्रक्टर का बिल प्रस्तुत होने पर भुगतान होता है। वहीं रिकार्ड मेरे पास है। कान्स्ट्रक्टर को मेरे द्वारा भुगतान किया जाता है।”

24. According to above statement the payment for labour contractor was used to be made to the contractor on submission of his bills. From Ex.M-1 to M8 it is also evident that payment had been directly made by the SDO, Krishna Nagar Telephone Exchange to the workman not by the contractor. Therefore, the management version that workman was working, as contract labour through contractor Sh. Vijay Yadav is not believable.

25. Thus on the basis of material on record it is evident that workman had worked for the period 01- 10- 1997 to 13-01-2000 as casual labour and he had worked for more than 240 days and services have been disengaged 14-01-2000 and no notice or retrenchment compensation has been given at the time of disengagement of his services therefore, his disengagement was in violation of mandatory provision under Section 25 F of the I.D. Act.

26. The union has contended that despite industrial dispute regarding termination of the services of the workman was raised before the ALC (C) Kanpur on 29-12-1999, the management has disengaged the services of the workman w.e.f. 14-01-2000 during pendency of the dispute but no such documentary evidence has been adduced to establish that industrial dispute was raised on 29-12-1999 and summon was received by the management before 14-1-2000. Therefore, the union has failed to prove the violation of Section 25 . F of the I.D. Act.

27. In view of the above discussion it is established that the workman had worked as casual labour for more than 240 days during preceding 12 months from the date of alleged termination i.e. 14-01-2000. It is also established that workman was been disengaged without complying with the provision of Section 25F of the I.D. Act, thus, the action of the management of Door Sanchar in terminating the services of Sh. Devendra Tewari is not justified and legal.

28. In (2005) 5 SCC 591: 205 SCC (L&S) 716 between Haryana Roadways V Rudhan Singh Hon'ble Apex Court while considering the question regarding award of back wages has observed;

“There is no rule of thumb in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25F of the Act, entire back wages should be awarded.....
.....However, where the total length of service rendered by a workman is very small, the

award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. Another important factor, which required to be taken into consideration, is the nature of employment. A regular service, of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."

29. In 2008 (119) FLR 877 Depak Ganpat Tari V. N.E. Theater Pvt. Ltd. Hon'ble Bombay High Court relying on the Hon'ble Apex Court's judgment in 2008 (117) FLR 1086 (SC) AP V.K. Brahmmandam 2008 (118), FLR 376 (SC) Telephone DM vs Keshab Deb 2006 (111) FLR 1178 (SC) JDAV Ram Sahai, while awarding compensation to the concerned workman considering his daily wages & in view of the period of service, has observed;

"It is apparent that termination of services of a daily wages does not amount to retrenchment and for violation of Section 25F in such circumstances, the employee cannot be given benefit of reinstatement with continuity and back wages. Hon'ble Apex Court has hold that in such circumstance employee is entitled to benefit of compensation only."

30. In the light of principle laid down in aforementioned case laws and having regard to facts in present case that the workman was working only as casual labour, the nature of job, the period during which he had worked as casual labour, the amount of wages he was receiving at that time & entire facts and circumstances of the case, the ends of justice would meet by paying compensation to the workman instead and in place of relief of reinstatement in service.

31. Since, the action of the management of Door Sanchar in disengaging the workman without complying the mandatory provision of Section 25F is not justified, the workman is entitled to get a sum of Rs. 15,000 (Rupees Fifteen Thousand Only) as compensation from the opposite party. The said amount should be paid to the workman within 8 weeks from the date of publication of the award failing which the same shall carry interest @ 8% per annum.

32. The reference under adjudication is answered accordingly.

33. Award as above.

Lucknow
10-03-2010

N. K. PURONIT, Presiding Officer

ई दिल्ली, 22 मार्च, 2010

का. आ. 10-7.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स पाकिस्तान

इन्टरनेशनल एयरलाइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 24/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2010 को प्राप्त हुआ था।

[सं. एल-11012/6/2002-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S. O. 1007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s Pakistan International Airlines and their workman, which was received by the Central Government on 22-3-2010.

[No. L-11012/6/2002-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/24 of 2002

Employers in Relation to the Management of Pakistan
International Airlines

The Manager,
West and South India,
Pakistan International Airlines,
Mittal Tower, 44/45, B Wing, 4th Flr,
Nariman Point, Mumbai-421021

First Party

Versus

Their Workmen

The General Secretary,
Pakistan International Airlines Employees Association,
504, Shantivan Oberoi Complex,
Behind Laxmi Industrial Estate,
Link Road, Andheri (West),
Bombay-40003.

Second Party

APPEARANCE

For the Employer : S/Shri Lancy D'Souza,
Liaz Mohamed and Ramesh Ali,
Representatives

For the Workmen : Mr. A. S. Peerzada, Advocate

Date of reserving the Award : 17-11-2009

Date of passing the Award : 29-1-2010

AWARD

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-11012/6/2002 dated 6th March, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Pakistan International Airlines, Mumbai in terminating the services of Ms. Renita Mathias and 18 others as per list legal and justified? If not, to what relief are the workman concerned entitled?”

2. To support the subject-matter involved in the reference 2nd Party filed Statement of Claim at Exhibit 7, stating and contending that, the 2nd Party is the Association of the workmen working, with the 1st Party at Mumbai and is registered and recognized by the 1st Party. It is contended by the 2nd Party that, 1st Party is engaged in the business of Air Transport Services having its based so far as India is concerned, at New Delhi and Mumbai. It is contended by the 2nd Party that for the purpose of carrying out its business effectively, 1st Party employed more than 100 workmen at various places all over the world, however, so far places at New Delhi and Mumbai are concerned, it was engaging 19 and 21 workmen respectively. It is further contended by the 2nd Party that, the 1st Party has locked out illegally the workmen working at its offices at Mumbai and New Delhi under the guise of closure by illegally and arbitrarily terminated their services w.e.f. 16-1-2002. It is contended by the 2nd party that, the present dispute is confined to the workmen employed by the 1st Party at Mumbai. It is contended by the 2nd party that, the 1st Party was not happy with the legitimate trade Union activities of the Association and therefore it left no stone unturned to oust the Association from their establishment. It is contended by the 2nd party that, the service conditions of the workmen employed by the 1st Party at Mumbai were, as a matter of fact very poor and they were being paid salaries and other allowances at much lower rate than what was paid to the workmen employed with the other Airlines and the workers were being exploited since they were not members of any Union or Association prior to the Associations coming into existence by providing them with very poor service conditions. It is contended by the 2nd party that, the workmen were left with no other alternative but to work with such poor service conditions because sword of unemployment was hanging on their neck. It is contended by the 2nd party that, the workmen ultimately got united and decided to form an Association and accordingly they flouted an Association, the 2nd Party Association abovenamed in the year 1987 and got the same

registered under the Trade Union Act, 1926 and tried hard to bring about fairly good service conditions so far as relates to their members employed at Mumbai and accordingly on 8-8-1988 submitted their Charter of Demands seeking change in the service conditions of the workmen employed at Mumbai. It is contended by the 2nd Party that, the 1st Party, however, did not like the approach of the 2nd Party and did not even invite the Association for negotiations and deliberations on the aforesaid Charter of Demands. It is contended by the 2nd Party that, 1st Party instead of accepting the said demands of the 2nd Party unilaterally and arbitrarily decided the service conditions of the workmen by issuing a circular to that effect on 5th March, 1989. It is contended by the 2nd party that, after the expiry of the aforesaid period Association submitted their Charter of Demand for the subsequent period. It is contended by the 2nd party that, the 1st Party, however, purposely and willfully with the malafide intention and oblique motive to avoid the intervention of the 2nd Party and to deprive its workmen of their right to claim better service conditions at par with the similarly placed Airlines, went on issuing circulars thereby finalizing the service conditions of the workmen unilaterally and arbitrarily without discussing the same with the 2nd Party. It is contended by the 2nd party that, thereby the 1st Party wanted to see that the existence of the 2nd Party is totally ignored and/or they are not allowed to discuss even the matters pertaining to the service conditions of the workmen. It is contended by the 2nd party that, 1st Party issued subsequent circulars dated 25-4-1988 and 12th June, 1989. It is contended by the 2nd party that, the Association again submitted their fresh Charter of Demands to the 1st Party for the subsequent period and the 1st Party for the first time called the 2nd Party to have the negotiations and deliberations in respect of the fresh Charter of Demands submitted by them and finally for the first time in the entire history of the 1st Party a Bipartite Settlement arrived at through mutual understanding negotiations and protracted deliberations on 12-2-1992. It is contended by the 2nd party that, in the said Settlement however, the 1st Party did not accede the legitimate and reasonable demands of the 2nd Party of giving Dearness Allowances linked with Consumer Price Index (CPI) along with the wages to be paid to the workmen. It is contended by the 2nd party that, though the 1st Party signed Bipartite Settlement with the 2nd Party it has not made any sincere attempt to bring about the service conditions of their workmen at par with the workmen employed with the similarly placed Airlines. It is contended by the 2nd party that, its demand in respect of Dearness Allowances linked with CPI was denied by the 1st Party in spite of the 2nd Party's insistence by giving them false assurance and hope that they would grant the said demand in the subsequent settlement,. It is contended by the 2nd party that, however, the 1st Party did not keep its promise even while signing the subsequent settlement dated 8th March, 1994 and 31st December, 1996. It is contended by

the 2nd party that, after the expiry of the aforesaid Settlement dated 31st December, 1996 it submitted fresh Charter of Demands dated 28th October, 1998 to the 1st Party. It is contended by the 2nd party that, since the 1st Party adopted non-co-operative attitude and did not made any effort to settle the reasonable and legitimate demands of the 2nd Party, 2nd Party was constrained to approach the Assistant Labour Commissioner (Central), Mumbai with a request to admit their demand in conciliation It is contended by the 2nd party that, due to the intervention of the Conciliation officer a fairly good settlement providing better service conditions to the workmen including Dearness Allowance lined with the Consumer Price Index came to be signed during the conciliation proceedings held before the Conciliator on 13-1-1999. It is contended by the 2nd party that, instead of implementing the said Settlement dated 13-1-1999 in its true letters and spirit" filed a Writ Petition No.2820 of 1999 thereby challenging the said Settlement, knowingly well that it was signed by them voluntarily during the conciliation proceedings and the said Writ Petition came to be summarily dismissed at the time of admission by an order dated 24th December, 1999. It is contended by the 2nd party that, it is ex-facie clear that the 1st Party was not at all interested in providing better service conditions to its workmen and was only interested in exploiting them without respecting and abiding with the law of this land.

3. It is further submitted by the 2nd Party that, the 1st Party having failed from their aforesaid action of depriving the better terms of service conditions to the workmen, adopted a very novel method to get rid of the active members and the office bearers of the 2nd Party with malafide intention and oblique motive to penalize them for their legitimate Trade Union activities. It is contended by the 2nd party that, accordingly 1st Party introduced a new system of work which is known as SABRE without giving notice of change as contemplated under the provisions of the Section 9 A of the Industrial Disputes Act, 1947. It is contended by the 2nd party that, the intention of introducing such advanced system of work of the 1st Party was that they wanted to get rid of some of the active members and the office bearers of the Association by terminating and/or retrenching them under the false pretext that in view of introduction of the SABRE their services were found to be redundant. It is contended by the 2nd party that the 1st Party before introducing such system or device did not even bother to consult or take into confidence the 2nd Party and thus the intention of the 1st Party in keeping the 2nd Party in dark was very obvious that, they wanted some how by introducing the said system, services of active members and the office bearers of the Association are terminated. It is contended by the 1st Party that, no sooner the 2nd Party came to know regarding the introduction of the aforesaid system by the 1st Party they approached the 1st Party by their letter dated 16th April, 2001 and called upon the 1st Party

to withdraw the aforesaid illegal change. It is contended by the 1st Party that, it also placed on record that by the introduction of the Sabre per-se would not entitle them to retrench the services of any of the workmen, in as much as there are so many posts lying vacant since years together and the work pertaining to the said posts is being taken from the members of the 2nd Party in addition to their regular work without providing them any benefits or officiating allowances. It is contended by the 1st Party that, therefore it called upon the 1st party not to terminate and/or retrench any of the workmen. It is contended by the 2nd Party that, it was having strong apprehension that, the 1st Party was exploiting the aforesaid situation and would terminate the services of the workmen under the guise of retrenchment and therefore they immediately approached the Regional Commissioner of Labour (Conciliation) by writing a letter dated 16th April, 2001 requesting to admit their demand in the conciliation and direct 1st Party not to effect any change and also terminate the services of the workmen. It is contended by the 2nd Party that, 1st Party vide their letter dated 11th May, 2001 resisted the demand of the 2nd Party contending that, the scope of any proceedings under the Industrial Disputes Act, 1947 does not permit consideration of any issue with regard to those persons which are outside the scope of workmen as defined under Section 2(s) of the Industrial Disputes Act, 1947. 2nd party further submitted that, the reason behind taking such excuses by the 1st party was to see to it that they terminate the services of the workmen, holding the aforesaid position, under the guise and false pretext that, they are not the workmen as defined under Section 2(s) of the Industrial Disputes Act. It is contended by the 2nd Party that, 1st Party did not dispute that, the introduction of SABRE is highly sophisticated and advanced system used internationally. It is contended by the 2nd Party that, the 2nd Party vide its letter dated 19-6-2001 called upon the 1st party to specify the nature or duties performed by the workmen holding the afore positions and also placed on record that, the introduction of SABRE System being highly sophisticated and advanced system, it amounts to rationalization under item 10 of Schedule IV of the Industrial Disputes Act, 1947. It is contended by the 2nd Party that the 1st Party vide their letter dated 1-9-2001 informed the 2nd party that Mr. Salim Janmjua and Mr. Khalid Gondekar are working as Passenger Sales Manager and Incharge of entire accounts section respectively and therefore they are not the workmen. It is contended by the 2nd Party that, the 2nd Party vide their letter dated 17-10-2001 informed the Conciliation Officer that, the 1st Party is totally wrong in putting the aforesaid workmen within the exclusive category of the workman and also placed on record that they are performing permanently and predominantly duties of clerical in nature and not exercising any supervisory and managerial powers. The 2nd Party also placed before the Conciliation Officer alongwith their aforesaid letter

dated 17-10-2001, the various settlements governing the service conditions of the workmen which includes the aforesaid two posts. The 2nd Party therefore contended before the Conciliation Officer that, the aforesaid categories are the unionized categories and as such they are included in the various settlements and therefore 1st Party is estopped from raising such objections in respect of the same. It is contended by the 2nd Party that 1st Party having realized that it is not at all justified in its action of introducing the change without giving notice of change and alleging that the aforesaid two posts do not fall within the definition of the workmen, agreed before the Conciliation Officer, during the conciliation proceedings held on 5-12-2001 that in view of the introduction of the SABRE no workman will be retrenched. It is contended by the 2nd Party that, in view of such undertaking given by the 1st party said conciliation proceedings was disposed of on 5-12-2001.

4. It is contended by the 2nd Party that, the 1st party knowing fully well that, they will not be able to achieve their goal of terminating the services of the activist of the 2nd Party under the guise of retrenchment, on account of introduction of SABRE therefore, 1st Party with malafide intention and oblique motive to penalize the 2nd party and its members stopped giving effect of the CPI Index from July, 2001. It is contended by the 2nd Party that, the Settlements dated 13-1-1999 which is causing problem to the 1st Party which can be seen from their conduct, provides at Clause 3(b) that, the 1st party is obliged to give percentage increase in the Consumer Price Index as declared by the Government for the last 12 months and should be added on to the last down basic wage of each workmen and should be paid to the workmen along with their wage of July for that year. 2nd Party further stated that, since there was a failure on the part of the 1st party to implement the said Clause of Settlement for the year 2001, 2nd Party vide its letter dated 24-8-2001 called upon the 1st party to implement the said Clause and not to commit breach of the said Settlement dated 13-1-1999, it is contended by the 2nd Party that, seeing no response from the 1st Party who was bent upon punishing victimizing and harassing the workmen, 2nd Party approached the Regional Commissioner of Labour (Conciliation) by writing a letter dated 5th September, 2001 bringing to his notice the aforesaid illegal change committed by the 1st party and requesting him to admit their demand in the conciliation. It is contended by the 2nd Party that, the 1st Party ultimately effected and implemented the said Clause by giving effect of the said CPI Index while effecting the payment of salary to the workmen for the month of September, 2001.

5. It is contended by the 2nd Party that, the 1st Party with an intention to punish and victimize the workmen for the legitimate trade union activities and to teach a lesson to the members of the association and to create rift

and split among the members transferred Mr. Shamin Ahmed from the Airport to the Mumbai office. It is contended by the 2nd Party that, the said transfer was ex-facie illegal and malafide in as much as it was issued to victimize and penalize Mr. Shamin Ahmed who was the then General Secretary of the Association and who was instrumental in signing the historical Bi-partite Settlement with the 1st party during his tenure as General Secretary. It is contended by the 2nd Party that, the said Mr. Shamin Ahmed was working as a Senior Traffic Supervisor at the Airport since last more than 22 years, whereas at the Mumbai office where he was transferred there was no post of Traffic supervisor or Senior Traffic Supervisor and therefore his transfer from the Airport to the Mumbai office by changing his nature of work and the service condition was per se bad in law, illegal and malafide and indirectly forcing them to give up their Trade Union activities and stop insisting upon the 1st Party to implement the Settlement of 1999. It is contended by the 2nd Party that, 2nd Party was therefore constrained to espouse the cause of said Shamin Ahmed and the 1st Party ultimately accepted its mistake and transferred Mr. Shamin Ahmed at the Airport.

It is contended by the 2nd Party that, the 1st Party having failed in their attempt in pressuring and/or browbeating the members of the 2nd Party and terminating their services under one or the other pretext, they ultimately taking undue advantage of the situation terminated illegally the services of all the workmen under the guise and false pretext of closure of their business activities with effect from 16th January, 2001.

6. It is further contended by the 2nd Party that, apprehending the termination of the services of the workmen they approached the Conciliation officer vide their letter dated 31st December, 2001 requesting him to admit their demand in conciliation, in as much as the letter of termination were in offing and at any, point of time the services of the workmen will be terminated by the 1st Party under the guise of closure. 2nd Party, therefore, request that, the workmen listed at Annexure to the order of Reference should be reinstated with all consequential benefits, full back wages and continuity of service w.e.f. 17th January, 2002.

7. It is further contended by the 2nd Party that, the impugned action of the 1st Party in terminating the services of all the workmen abruptly, arbitrarily and illegally with effect from 16th January, 2002 is per se bad in law, illegal and amounts to victimization and as such it is required to be quashed and set aside.

8. It is contended by the 2nd Party that, on the basis of the demand dated 31-12-2001 submitted by the 2nd Party to the Conciliation Officer and on the same day notice was issued by the Conciliation officer to the 1st Party whereby the 1st Party was called upon to appear before

the Conciliation officer on 2nd January, 2002 at 3.00 p.m. and by the said notice dated 31-12-2001 Conciliation officer directed 1st Party to maintain status-quo in respect of the service conditions of the workmen. It is further contended by the 2nd Party that, on 2-1-2002 1st Party appeared and filed a letter dated 1-1-2002 and gave an undertaking to the Conciliation officer that, they are not going to take any action against any of the workmen on roll for the time being. It is further contended by the 2nd Party that, during the Conciliation proceeding 1st Party submitted a letter dated 31-12-2001 written by the Director of Regulations and Information for Director General of Civil Aviation to the Manager, Northern and Eastern India of the 1st Party contending that, due to Security Related Environment the approval granted to the Winter Schedule 2001-2002 vide letter dated 25th October, 2001 by the Government of India, Civil Aviation Department has been withdrawn with effect from 5th January, 2002. It is further contended by the 2nd Party that, however, the 1st Party in their said letter dated 1-1-2002 stated that, inspite of the aforesaid position they were hopeful that the normalcy would be restored and in such circumstances they have decided not to resort to any legal action for some time. It is further contended by the 2nd Party that, the Conciliation officer accordingly recorded the aforesaid Undertaking given by the 1st Party in the said proceedings. It is further contended by the 2nd Party that, the 2nd Party acquiring the knowledge that, the 1st Party is preparing the grounds to terminate the services of the workmen under the guise of closure, once again vide its letter dated 8th January, 2002 approached the Conciliation officer and brought to his notice that, the 1st Party's action of terminating the services of the workmen under the false pretext of closure would be bad in law and illegal and that the alleged closure is going to be affected by the 1st Party will not be permanent and irrevocable closure looking at the facts and circumstances of the case. 2nd Party also mentioned in their said letter that although an undertaking was given by the 1st Party during the conciliation proceedings held on 2-1-2002 that, they would not terminate the services of the workmen, they are apprehending the termination of services and as such their demand should be admitted in conciliation and until such time the said demand is adjudicated upon the 1st Party may be directed not effect any change in the matter of their employment. It is further contended by the 2nd Party that, the Conciliation officer issued a Notice immediately on 8th January, 2002 itself to the 1st Party asking it to appear before him on 14th January, 2002 at 4-00 p.m. with a view to bring about an amicable settlement of the dispute raised by the 2nd Party inviting the attention of the 1st Party to the obligations imposed under Section 22(1), 22(2) and 33 of the Industrial Disputes Act, 1947. It is further contended by the 2nd Party that, on 14-1-2002, as decided a Conciliation proceeding was held before the Conciliation Officer wherein the management

Representative made a statement that he has no instructions about the termination of services of the workmen and also about the closure. The Conciliation Officer accordingly recorded his statement in the proceeding and advised the 2nd Party and its office bearers who were present in the said proceedings that they should not be worried about the termination in view of the statement made by the Management Representatives. It is further contended by the 2nd Party that, thereafter 2nd Party was surprised to receive a copy of the Order dated 21-9-2001 issued by the Government of India, Ministry of Labour, through its Chief Secretary and in the said order it was mentioned that, the Charter of Demands submitted by the 2nd Party can be settled outside the Court and therefore the Regional Settlement Commissioner was directed to make one more attempt to resolve the aforesaid dispute pertaining to the Charter of Demands. In the said proceedings, the Conciliation Officer informed the parties concerned that the other dispute regarding the Charter of Demand based on the order of the Government of India, Ministry of Labour dated 21-9-2001 will be taken up in the conciliation proceedings in due course of time and the next date in respect of the same would be communicated to the parties concerned.

9. It is further contended by the 2nd Party that, the dispute pertaining to the Charter of Demands submitted by the 2nd Party on 11-10-99 seeking revision in the service conditions of the workmen employed with the 1st Party at Mumbai station for the period 1st July, 1999 to 30th June, 2001 could not be settled amicably during the Conciliation proceedings due to the non-cooperative attitude of the 1st Party the 2nd party was constrained to approach the Regional Labour commissioner on 27th January, 2000 requesting him to admit the said Charter of Demand in the Conciliation. It is further contended by the 2nd Party that, thereafter the conciliation proceeding was held on 22-9-2000 wherein it was mutually decided that, the 2nd Party would submit a draft of settlement in the line it was agreed which will be signed and accordingly on 21-9-2000 2nd Party submitted the draft settlement to the 1st Party. It is further contended by the 2nd Party that, however, 1st Party went back to their words and refused to sign the settlement as agreed and refused to discuss with the 2nd Party. It is further contended by the 2nd Party that, the Conciliation Officer seeing the attitude of the 1st party recorded the same and issued a failure report on 23-4-2001. It is further contended by the 2nd Party that, in view of the said failure report submitted by the Conciliation Officer regarding the charter of Demands matter ought to have been referred to this Tribunal for adjudication upon the said demand and to pass the appropriate Award in respect thereof. It is further contended by the 2nd Party that, apprehending that, the 1st Party knowing fully well that they will not be in a position to terminate the services of the workmen in the circumstance where the Reference

is made to the Tribunal, thereby changing the service conditions of the workmen and therefore, they mislead the appropriate Government to remand back the said dispute to the Conciliation Officer instead of referring it to the Tribunal in spite of the fact that, there is no provision made under the Industrial Disputes Act to remand the dispute back to the Conciliation Officer. It is further contended by the 2nd Party that, thus it is ex-facie clear that, the 1st Party was very firm in getting rid off the workmen so that the compliance of the Settlement signed with the 2nd Party is not required to be made by giving them better service conditions. It is further contended by the 2nd Party that, the Charter of Demand dated 11-10-99 submitted by the 2nd Party inter alia provides at Clause 19 that the closure compensation should be paid to the workmen concerned at the rate of four months gross salary for each completed year of service. It is contended that, if such demand could have been granted by the Tribunal in the reference based on the failure report dated 23-4-2001, the 1st Party could have been made to effect the payment of closure compensation at the rate as stated hereinabove, instead of the party amount which they have paid by offering only three months wages to the workmen concerned. It is further contended by the 2nd Party that, thus their said action is nothing but amounts to victimization of the workmen and also effecting an illegal change during the pendency of the Conciliation proceedings in respect of Charter of demands. It is further contended by the 2nd party that, admittedly 1st Party has not taken prior permission or approval from the Conciliation Officer before such change and therefore it is nothing but an illegal change in reach of the provisions of the Industrial Disputes Act, 1947.

10. It is further contended by the 2nd Party that, 1st Party was aware about the fact that, the dispute pertaining to the apprehension of the termination of the workmen under the guise of the closure is already pending and subjudice before the Conciliation Officer and that, they have made some commitments before the Conciliation Officer that, they would not be terminating the services of the workmen and yet they have proceeded to terminate the services of the workmen under the guise and false pretext of closure of their business activities. It is further contended by the 2nd party that, in this regard on 14-2-2002 during the conciliation proceedings Management's representative misrepresented Conciliation Officer that Mumbai office has no instructions pertaining to the closure and the termination of services of the workmen and yet immediately on the next date they prepared the letter of termination and issued the same to the concerned workmen on 16-1-2002 when they went to report for their work. It is further contended by the 2nd Party that, it is well settled position of law that, the service conditions of the workmen concerned cover under the dispute should not be changed unless with the express permission of the appropriate

authority or the Tribunal. It is further contended by the 2nd Party that, in the present case, instead of taking any prior permission, the 1st party went on misrepresenting and misleading the Conciliation Officer to believe that they are not proceeding with the closure and/termination of the services of the workmen and thereby played a fraud on the 2nd Party as well as on the Conciliation Officer and therefore their action of terminating the services of the workmen with effect from 16th January, 2002 is per se bad in law, illegal and amounting to committing an illegal change.

11. It is further contended by the 2nd Party that, being aggrieved with the said illegal act of the 1st Party of terminating the services of the workmen abruptly, arbitrarily and illegally by committing illegal change approached the Regional Labour Commissioner, vide its letter dated 16th January, 2002 by filing its Complaint under Section 33A of the Industrial Disputes Act, 1947 and the Regional Labour Commissioner, vide his Notice dated 21-1-2002 called upon the 1st Party to attend the proceedings on 25-1-2002. However, 1st Party failed to attend the same and the Regional Labour Commissioner (C) was therefore pleased to record the failure.

12. It is further contended by the 2nd Party that, the 2nd Party vide its letter dated 25-1-2002 protested the aforesaid illegal action of the 1st Party inter alia contending that, the termination of the services of the workmen during the pendency of the proceedings under the garb and false pretext of the closure is per se bad in law and illegal and informed its members to accept the said letters of termination under protest without prejudice to their rights and contentions and called upon the 1st Party to withdraw the said illegal orders of terminations. It is further contended by the 2nd Party that, vide their letter dated 25-1-2002 it submitted a detailed justification of demand placed on record as to how the 1st Party has decided the Conciliation Officer and misled him and placed on record that, the 1st Party has under the guise of closure virtually locked out the workmen by contracting out the said work being performed by them to the outside source and recruiting the workmen on contract basis. 2nd Party also mentioned in detail and also provided the list of the persons doing the work in respective departments in respect of concerned workmen and contended that, the work is going on in full swing and that, the 1st Party is continuing its business activities from its office also with the help of M/s. Akbar Travels of India and Benzy Travels and their staff. It is further contended by the 2nd Party that, 1st Party that, the 1st Party vide its letter dated 4-2-2002 in reply to the Complaint dated 16-1-2002 filed by the 2nd party under Section 33A of the Industrial Disputes Act, 1947 taken a totally contrary stand alleging that the closure of business and operations had taken place on and with effect from 1-1-2002 in view of the directions issued by the Government of India. It is further contended

by the 2nd Party that, if it is as it is stated that as to who authority was misused by 1st Party stating, that, they are not intention to close down business, and terminate employment of the workmen. It is stated that, thus the action taken by the 1st Party in the aforesaid letter was an ill thought and contrary to and inconsistent with the intention made by them from time to time during the constitutional proceedings. It is further contended by the 2nd Party that, the very fact that, the workmen were working until 16th January 2002 and the work was being done by them in full swing it does not lie in the mouth of the 1st Party to allege or claim that they have closed down their business w.e.f 1-1-2002. 2nd Party states that, copy of the letter dated 14-2-2002 was never supplied to the 2nd Party for the reasons best known to 1st Party. 2nd Party states that, it craves leave to refer to and rely upon the evidence gathered by them in order to establish that the 1st Party is still doing its business activities with the help of outside agencies and contact workers deployed by them to get the work done of the concerned workmen. It is further contended by the 2nd party that, it vide its letter on 16th February, 2002 condemn the aforesaid illegal action of the 1st Party and placed on record that, it is nothing but an illegal lockout effected by the 1st party depriving the workmen their right of work and right of livelihood. It is further contended by the 2nd party that, the action of the workmen by their letter dated 16-2-2002 in support of the 2nd Party that, they have encashed the cheques and terminated with the letter of termination without prejudice to their rights and called upon the 1st Party to lift the illegal lockout forthwith and provide them work instead of getting it done through the outside agencies and re-engaging the workmen on contract basis.

13. It is further contended by the 2nd Party that, the Failure Report submitted by the Regional Labour Commissioner dated 11-2-2002 was received by the 2nd Party on 16-2-2002 and after going through the said report 2nd Party found certain irregularities in the same and therefore they vide their letter dated 18-2-2002 placed on record the irregularities and requested to correct such mistakes and submit its report accordingly to the Secretary, Government of India Ministry of Labour.

14. It is further contended by the 2nd Party that, the provision made under Section 25FFF of the Industrial Disputes Act, 1947 in respect of Compensation to be paid to the workmen in case of closing down of undertakings, cast an obligation on the 1st Party the every workmen who has been in continuous service for not less than one year in that undertaking immediately before such closing down, subject to the provision of sub-section (2), be entitled to notice and compensation in accordance with the provision of Section 25F, as if the workman had been retrenched. It is further contended by the 2nd Party that, thus the recourse taken by the 1st Party to the proviso made under said Section 25FFF (1) is totally erroneous in

as much as the alleged action of closure cannot be said to be on account of unavoidable circumstances beyond the control of the employer. The explanation given in the said proviso at Clause (ii) makes it abundantly clear that an undertaking which is closed down by reasons merely of the expiry of the period of the lease, or licence granted to it shall not be deemed to be closed down on account of unavoidable circumstances beyond the control of the employer within the meaning of the proviso to the said sub-section. Thus the impugned action of the 1st Party of effecting the closure taking recourse to the proviso made under Section 25FFF (1) is totally erroneous and therefore the action of the 1st Party is per se bad in law, illegal and not sustainable in the eyes of law.

15. It is further contended by the 2nd Party that, the letter dated 31st December, 2001 issued by the Director General of Civil Aviation of Government of India, Civil Aviation Department as a matter of fact has been misused and exploited by the 1st Party for their benefit against the interest of the workmen. It is further contended by the 2nd Party that, the plain reading of the said letter dated 31-12-2001 makes abundantly clear that, the permission granted to write schedule 2001-2002 of 1st Party effective from 28-10-2001 to 30th March, 2002 is withdrawn only merely because such approval is withdrawn. It is stated that, thus merely because such approval is withdrawn the 1st party cannot and should not take recourse to such a drastic action of taking away the livelihood of the workmen by terminating their services under the guise of closure in spite of the fact that, they have been continuously doing that work. It is further contended by the 2nd Party that, the alleged closure effected by the 1st Party in the case is not a permanent and irrevocable closure and therefore they were not at all justified in terminating the services of the workmen under the guise of closure by effecting the illegal lockout and 2nd Party therefore prayed to quash and set aside the order of termination dated 15th January, 2002 with directions to 1st Party to reinstate the workmen listed at Annexure 'A' to the order of Reference in the services with all consequential benefits, continuity of services with payment of full back wages w.e.f 17-1-2002 and interim orders in terms thereof.

16. This is disputes by the 1st Party by filing Written Statement at Exhibit 9 at the outset stating and contending that, the Reference is not maintainable and hence should be rejected.

17. It is contended by the 1st Party that, the 1st Party Association has a composite membership of both the workmen and non-workmen as well and as such it is not competent to raise any industrial dispute under the provisions of the Industrial Disputes Act, 1947. It is contended by the 1st Party that, 1st Party Company has been directed to cease its operations w.e.f 1st January, 2002 by the Government of India, Civil Aviation Department vide orders dated 31st December, 2001 and in view of the fact

closure of operations and consequent termination of services of its employees there cannot be any industrial dispute and as such the dispute raised by the 2nd party does not partake the character of an industrial dispute. It is contended by the 1st Party that, the 2nd Party has itself admitted absolute closure of operations when there is not a single pleading in the statement of claim to the effect that the Company had operated even a single flight on and from 1-1-2002. It is contended by the 1st Party that, it was compelled to close its operations under the directions of the Central Government and in such circumstances the Central Government cannot refer the matter for adjudication, it is therefore, submitted by the 1st Party that, their reference is not maintainable in as much as the appropriate Government cannot in one breath direct closure and in another refer the matter for adjudication of the legality and justifiability of the termination. 1st Party, therefore, prayed that, the maintainability of the reference viz. a. viz (b),(c) & (d) hereinabove be decided as a preliminary issue before embarking to decide the matter on other issues which have been raised and pleaded by the parties.

18. It is contended by the 1st Party that, as its name suggests it is engaged in the business of air transport and it is a corporation established under the Pakistan International Corporation Act, by the Federal Government of Pakistan and so far India is concerned it has its office at Mumbai and Delhi and the present dispute pertains to the region in western and southern India. It is contended by the 1st Party that, in Western and Southern region 1st Party employed about 19 employees and that out of 19 employees, 2 employees were employed mainly in managerial, administrative/supervisory capacity and such, the 2nd Party cannot espouse the cause of such employees as they are not the workmen within the meaning of Section 2(s) of the Industrial Disputes Act, 1947. It is contended by the 1st Party that, the wages and other conditions of services of its employees were much above the minimum wage level and compared with similar industries in that region. It is contended by the 1st Party that, it has signed four Settlements with the 2nd Party in respect of the service conditions of its employees. It is contended by the 1st Party that, the 2nd Party submitted its last Charter of Demands dated 18-10-1999 which was admitted in conciliation and a failure report thereafter was sent to the appropriate Government. It is contended by the 1st Party that, earlier it had also introduced a highly sophisticated advanced reservations system 'SABRE' which was renowned and recognized internationally. It is contended by the 1st Party that, that this system replaced the earlier system 'repak' which performed the functions of bookings, reservations, confirming seats etc. As the said 'repak' system was outdated 1st Party with a view to keep pace with the rapid change in the technology, and more importantly to provide quick and better services to its customers decided to introduce 'SABRE' for its operations.

It is contended by the 1st Party that, it is needless to mention that no organisation in today's times can continue with outdated work process and it is in the interest of the every organisation to change and adopt itself to the changing technology keeping in mind the quality of service that is required to be rendered to its customers. It is contended by the 1st Party that, while looking after the interest of its customers/clients and to keep pace with the competitive environment it also did not neglect the interest of employees and vide its settlement dated 13-1-1999 signed in conciliation substantial increase in wages were given to its employees with retrospective effect. It is contended by the 1st Party that, as a result of the said settlement its employees got an increase of approximately about 80% over their then existing salaries. It is therefore, contended by the 1st Party that, these facts would show beyond any doubt that 1st Party always looked after the interest of its employees.

19. It is contended by the 1st Party that, unfortunately, vide order dated 31-12-2001 the office of the Directorate of Civil Aviation, Government of India vide letter dated 31-12-2001 officially communicated to the 1st Party that, all the flights of the Company to India or flights flying over Indian territories should cease to operate on and from 1-1-2002. It is contended by the 1st Party that, in view of the said directions and conditions of force-majeure, which were beyond the control of the Company it was left with no other alternative but to cease its operations in India as directed by the Government of India. It is contended by the 1st Party that, though it ceased and discontinued its operations as directed, did not discharge its employees immediately in the hope that normally would be restored and the orders prohibiting the operations of their flights would be revoked. It is contended by the 1st Party that, after waiting for a reasonable period and as there were no sign of any change in the situation 1st Party was left with no other alternative but to formally discharge its employees by terminating their services in view of the closure of operations with effect from 15th January, 2002 and the affected workmen were paid compensation as per provisions of Section 25 FFF(1) of the Industrial Disputes Act, 1947. It is further contended by the 1st Party that, the decision to close down was taken by the Central Government and not by the 1st party and the act of termination was therefore Permissible there a necessary consequence of the Order of closure. It is further contended by the 1st Party that, therefore in these cannot be any industrial dispute in as much as the industry itself ceased to exist pursuant to the directions issued by the Central Government. It is further contended by the 1st Party that, that its action in terminating the services of its employee is fully legal and justified as a consequence of the directions of the Central Government itself to cease operations and as such the reference should be rejected.

20. It is contended by the 1st Party that, it is engaged in the business of air transport services having

its network all over the world and as so far as India is concerned, it is having a strength of 17 and 19 at New Delhi and Mumbai respectively and it is denied by the 1st Party that it illegally locked out the workmen working at its officers in Mumbai and New Delhi under the guise of closure by illegally and arbitrarily terminating their services as alleged by the 2nd Party. It is further contended by the 1st Party that, closure of Delhi operations is not a subject matter of present industrial dispute. However, the Orders of closure dated 31st December, 2002 issued by the Government of India applied to its New Delhi office as well as.

21. It is denied by the 1st Party that, it was not happy with the legitimate Trade Union activities as contended and alleged by 2nd Party and submit that, on the contrary it has signed several settlements with the 2nd Party in the matter of service conditions of its employees and in the last settlement dated 13-1-1999 employees were given a very fabulous wage hike of about 80% of their then existing wages. 1st Party also denied that, the service conditions of the workmen were very poor and they were being paid salaries and other allowance at much lower rate than what was paid to the workmen employed with the other Airlines as alleged and contended. It is contended by the 1st Party that, the service conditions of the workmen were governed by the various settlements signed with the 2nd party itself. It is contended by the 1st Party that, having accepted the benefits given as per the settlement after and having signed the same 2nd Party cannot now turn around the and allege that the wages and service conditions of the workmen were poor and they were poor and they were being paid salaries and other allowance at much lower rate than what was paid to the workmen employed with the other Airlines as alleged and contended. It is further contended by the 1st Party that, the service conditions of the workmen were governed by the various settlements signed with the 2nd Party Association and having accepted the benefits given as per the settlement after and having signed the same, the Association cannot now turn around and allege that the wages and service conditions of the workmen were poor. It is further contended by the 1st Party that, every settlement that has been signed with 2nd Party Association was done after due deliberations and negotiation with 2nd Party Association. It is further contended by the 1st Party that, any Union which speaks of itself the 'watchdog' of the employees would sign a settlement without being called for negotiation and discussions. It is submitted by 1st Party that, in any way the issue of negotiation and settlements is not germane and in any way connected even remotely to the facts and circumstances of his reference which pertains to the Orders of closure dated 31.12.2001 issued by the Central Government. 1st Party submits that the last settlement dated 13.1.1999 which was signed in conciliation granted fabulous increase in wages and allowances which was implemented by 1st Party in letter and spirit.

22. 1st Party denied that, it adopted any method to get rid of any activities of the members of the office bearers as alleged. It is further contended by the 1st Party that, the system known as "SABRE" was implemented in place of the earlier outdated and outmoded reservation system known as "repak" which was introduced to facilitate its working and to provide better customer service. It is further contended by the 1st Party that, service conditions of its employees were no way adversely affected by introduction of the said system and as such the question of giving a notice of change for the same under the provisions of Section 9A of the Industrial Disputes Act did not arise since none of the employees were terminated or retrenched in view of the introduction of said system. It is further contended by the 1st Party that, in so far as its functioning is concerned, it is not bound to discuss the same with the 2nd Party Association and neither are any changes that may be decided to be introduced by the 1st Party, for its better working and for providing better services to its customers, would be subject to the concurrence/acceptance of the 2nd Party. It is further contended by the 1st Party that, in fact the staff concerned working with of the 'sabre' system were even sent to the Head office for the required training. It is further contended by the 1st Party that, the industrial dispute raised by the 2nd Party in the matter of introduction of the said 'sabre' system was not even referred by the appropriate Government for adjudication. which fact itself shows that the introduction of the said system was for the benefit of the organization and the employees and not to their detriment. 1st Party further submitted that the issue relating to the introduction of said system has no relevancy to the facts of the present dispute in as much as the services of the employees listed in the order of reference have not been terminated on account of introduction of the said system but the same have been terminated in view of the directions of the Central Government whereby 1st Party company was ordered to cease and close down its operations in India.

23. 1st Party denied that, it stopped giving effect of the CPI Index from July, 2001 onwards as a measure of punishment and harassment to the 2nd Party Association and its members as alleged and submitted that, due to some unavoidable circumstances it was unable to give effect to the CPI Index in the month of July, 2001 and the same was rectified in the month of September, 2001. It is further contended by the 1st Party that, the deployment and redeployment of its workmen is required to be done as per the requirements of the management and in the best interest of organization and no employee can demand to be posted at a place of choice, and/or to be posted at a particular place permanently. 1st Party submitted that Mr. Shamim Ahmed's transfer from Airport to Mumbai office was due to the exigencies of work and it is denied that his transfer was ex-facie illegal and malafide and/or that it was issued to victimize and penalize Mr. Shamim Ahmed.

1st Party denied that, the services of its employees were terminated illegally under the guise and false pretext of closure of their business activities w.e.f. 16-1-2002 as alleged. It is further contended by the 1st Party that, it was compelled to close down its operations in view of the Central Government's directives. It is submitted by the 1st Party that, act of termination which was pursuant to the orders of the Central Government, if found illegal by the 2nd Party Association it ought to have challenged the orders of the Central Government or ought to have made at least an appeal to the Central Government which they have failed to do. It is further contended by the 1st Party that, the orders of the Central Government continued to bind to the 1st Party and also the workmen employed by it. It is further contended by the 1st Party that, the said Orders also cannot be a subject matter of adjudication in the reference under Section 10 of the Industrial Disputes Act, 1947. It is further contended by the 1st Party that, the closure is real and complete and till date the orders dated 31-12-2001 have not been revoked or rescinded. It is further contended by the 1st Party that, it is not the intention of the legislature that the employer should continue its employees on rolls and also continue to pay them wages and other service conditions when the industry itself has ceased to exist as in the present case on the Orders of the Central Government. It is further contended by the 1st Party that, it cannot commence and continue its operations in India without the consent of the Central Government and such once the consent was withdrawn there is no way it could have continued its operations thereafter and the question of reinstatement of the workmen listed at Annexure to the Order of reference as demand by the Association does not arise. It is further contended by the 1st Party that, the services of the workmen were terminated pursuant to the order of closure issued by the Central Government which has not been challenged by the 2nd Party as illegal and bad in law either before this Tribunal or elsewhere and as such the question of victimization as alleged does not arise.

24. It is further contended by the 1st Party that, pursuant to the notice issued by the Conciliation Officer it appeared before him on 2nd January, 2002 and apprised the Conciliation Officer of the factual position while placing before him the Orders issued by the Ministry of Civil Aviation, Government of India and in spite of the said Orders it did not take any action against the workmen for sometime in hope that normalcy would be restored. It is denied by the 1st Party that, any undertaking was given that, the services of the employees would not be terminated. It is contended that, all that was stated, was for sometime no action would be taken as stated hereinabove. It is submitted by the 1st Party that, it waited for about a fortnight and since there was no sign of normalcy being restored 1st Party had no option but to formally discharge the employees in accordance with the provision of the Industrial Disputes Act, 1947.

25. It is further contended by the 1st Party that, the dispute pertaining to the Charter of Demands is not relevant for the purpose of deciding the present reference and neither has the said dispute been referred to this Tribunal along with this reference or separately. It is submitted by the 1st Party that, the question of maintaining status-quo of the service conditions and/or altering the same and/or effecting any other change would arise only in an industry which is running and/or existing and not in any industry which is closed. It is further contended by the 1st Party that, in any case the provisions of Section 33 of Industrial Disputes Act, 1947 are not attracted in a case of an industry which is closed and has ceased to exist. It is further contended by the 1st Party that, the closure of operation and consequent termination was on account of reasons beyond the control of the 1st Party Company and as such the question of contravention of the provisions of Section 33 of the Act does not arise. Besides what Section 33 speaks of its taking permission from appropriate Government/Conciliation Officer and in the present case the Orders of closure have been issued by the Central Government itself. It is further contended by the 1st Party that, once the Central Government itself directs closure of operations there is no question of the 1st party requiring to take further permission from authority under the Central Government to effect termination which is a consequence of the Order of closure and 1st Party denied that, the action of the Company amounts to victimization as alleged and contended that the same is not in violation of the mandatory provisions of the Industrial Disputes Act, 1947. 1st Party denied that, any fraud has been played by it upon the 2nd Party Association and/or on the Conciliation Officer as alleged. It is further contended by the 1st Party that, the judgment of the Supreme Court in the case of 'Lokmat' Newspaper has no application to the facts and circumstances of the present reference as it is concerning to an industry which was a running industry and the employees concerned therein were retrenched following the rationalization process adopted by the employer which is not so in the present case.

26. It is denied by the 1st Party that, it has contracted out its work to outside sources by recruiting workmen on contracted basis as alleged and contended. It is further denied by the 1st Party that, it is continuing its business activities from its office with the help of Akbar Travel of India and Benzi Travels. 1st Party submits that its business is air transport and since no flights are allowed to take off and/or arrive at any of the airports in India the question of continuing its activities in India does not arise at all. It is contended that, far from operating its flights from India, the Company has been prohibited even from using this country's airspace in respect of their flights taking off from else where outside India. It is denied by the 1st Party that, it has declared an illegal lockout as alleged. It is further contended by the 1st Party that, it has paid its workmen

the legal dues to which they were entitled and the concerned workmen have received the same. It is further contended by the 1st Party that, since the closure was on account of unavoidable circumstances and beyond control of the employer the workman concerned were entitled for compensation in accordance with the proviso of Section 25FFF(1) of the Act. It is contended that, the explanation at clause (iii) of the proviso thereof does not apply to the facts and circumstances of the present case and it is denied by the 1st Party that, its action is per se bad in law, illegal and not sustainable in the eyes of law as alleged by the 2nd Party.

27. It is denied by the 1st Party that, the letter dated 31st December, 2001 issued by the Director General, Civil Aviation, Government of India, is misused and exploited as alleged and contended. It is further contended by the 1st Party that, the Orders are very clear, unambiguous and in view of the same 1st Party had no other option but to comply with it. It is further contended by the 1st Party that, once the Orders have been passed directing it to cease its operations the question of continuing its employees on the rolls of the 1st Party does not arise. It is contended that however, 1st Party still waited for about fortnight in the hope that normalcy would be restored and the 1st Party would be given permission to restart its operations. It is further contended by the 1st Party that, the closure is real and bonafide and the employees thereafter cannot insist that they should be continued on the rolls of the 1st Party and paid wages from month to month. It is further contended by the 1st Party that, once the industry closes, the services of the workmen automatically come to an end. It is further contended by the 1st Party that, the 2nd Party Association is not entitled to any of the reliefs as prayed for and the question of reinstating the workmen and allowing them to report on duty does not arise in view of the closure of operations in India under the Orders of the Central Government and when the final relief itself cannot be granted there is no question of granting any interim relief and pray that the Reference be rejected.

28. Rejoinder is filed by the 2nd Party at Exhibit 10 denying the averments and submissions made by the 1st Party in its Written Statement and narrated the same story as made out in the Statement of Claim.

29. In view of the above Issue were framed by my Ld. Predecessor at Exhibit 12 which I answer as follows:

ISSUES

1. Whether management proves that it has closed its operations as per the directions of the Central Government as averred in Written statement para 3(a), (b), (c) and (d)?

FINDINGS

Yes

2. Whether the action of the Management

of Pakistan International Airlines, Mumbai in terminating the services of Ms. Renita Mathias and 16 others is legal and justified?

Yes

3. What relief the workmen are entitled? No relief

4. Whether the Reference is maintainable? No

REASONS:

ISSUE Nos. 1 TO 4:

30. By this reference 2nd Party Union challenged the decision of the 1st Party which close its activities which it was doing in India through Mumbai and Delhi Airports. 1st Party is engaged in the business of Air transport service having its net work all over the world. It is case of the Union that, 1st Party Company is having its base so far India is concerned at New Delhi and Mumbai for which it employed more than 100 workmen at various places all over the world. It is case of the Union that, for Delhi and Mumbai 1st Party engaged 19 and 20 workmen respectively. According to 2nd Party Union, Company has locked out its business illegally and workmen working in Mumbai and Delhi were illegally terminated under the guise of closure. According to Union said closure is illegal and 1st Party cannot terminate the services of these employees.

31. Whereas stand of the 1st Party is that, it took decision of closing business which it was doing in India through Mumbai and New Delhi by closing down its activities as per the directions given by the Government of India. It is their case that, since Government of India, Civil Aviation Department, did not permit 1st Party to activate its services through India in compliance there to, 1st Party had closed its activities in India and it is left with no other alternative but to terminate the services of workmen working at Mumbai and New Delhi. It is their case that, the decision was taken to abide the directions given by the Government of India, Civil Aviation Department vide orders issued by it by order dated 31.12.2001 and as per that it has closed down its activities i.e. operation and consequent termination of services of the employees was done which cannot be challenged under the provisions of Industrial Disputes Act, 1947. According to 1st Party, decision taken by it is just, proper and did not require to be interfered.

32. To prove that 2nd Party placed reliance on the affidavit of Abu Razaak Shaikh filed at Exhibit 19 in lieu of examination-in-chief where he reproduced the entire contentions taken by Union in Statement of Claim. He also whispered about formation of the Association of which he is the member and how it was formed and how it fight for the welfare of the members of the Association. He also referred about the Charter of Demands placed before 1st party by letter dated 8.8.1988 and states that, the circular dated 5.3.1989 issued by the 1st party was arbitrary. He also alleges that, no weightage was given to the Charter

of Demands submitted by the 1st Party. He states that, 1st party just to bring pressure on the members of the Association took decision of termination as it was not liking any role played by the members of the Association which was trying to give benefits to its members. He also referred to settlement dated 12-2-1992 where allowances linked with Consumer Price Index (CPI) were prayed and tried to challenge the decision of the 1st Party under the guise of change of service conditions without following due process of law. He also referred to the settlement dated 8-7-1994 and 3-12-1996. He also referred to the fresh Charter of Demands dated 28-10-1996 submitted by the Association after expiry of the Settlement dated 31-12-1996. He also states that, 1st Party did not give any co-operation to the said Charter of Demands dated 28-10-1998 and did not consider the welfare of the members of the Association. He referred to the decision of the 1st Party of introducing SABRE without issuance of notice of change knowing fully well that, in view of the introduction of such change, it will be illegal where workmen are going to be adversely affected. He referred to the protest lodged by the Association by letter dated 16-4-2001 against that circular and did not hesitate to mention that Policy of the 1st Party to harass the workers was in process as usual and was not leaving any opportunity to harass the workers and the members of the Association. He also referred to letter written by the Association dated 12-9-2001 and 5-10-2001. He states that, the termination notice under the guise of closure is illegal and actually it is not due to closure of business. It is his case that, though there was a direction of the Government of India, Civil Aviation Department to close activities of 1st Party but it did not close down its activities as claimed. It is stated that, its business was going on and the work was got done through the contract workers. According to him, decision of termination of the 1st Party under the guise of closure of its activities terminating the services of the employees, involved in the reference, is illegal and it require to quash and set aside with directions to give benefit of back wages and continuity of service. In the cross this witness states that, 1st Party has to operate its flight in India after taking approval of the Director General of Civil Aviation of the Government of India. He admits that, such approval was given on periodical basis. He admits that, such an approval was given lastly prior to termination under challenge which given upto 31-3-2001. He admits that, page 200 produced with Exhibit 11 which is a letter of Civil Aviation Department, Government of India by which directions were given to close its activities. He admits that, in December, 2003 fresh approval was granted to 1st Party to operate its flights. He admits that, offer of employment was given to him on the same basis from which he was terminated by 1st Party due to non-approval of business of 1st Party by Government of India. He admits that, while taking him in the employment there was condition to withdraw reference. He admits that, though reference was not withdrawn he

was taken in the employment and working with 1st Party. He admits that, Shamim Ahmed, Khalid Bondekar, were also asked to report on duty but they didnot report. He admits that, he was aware of the opportunity given to the above employees. He states that, he knows Mrs. Renita Mathais who joined on fresh offer given by the 1st Party. He states that, he did not know as to why she was terminated from the employment of the 1st Party. He admits that she was also a member of the Association. He states that Mr. Salim Janjor was also offered to report. He states that, he has no idea why services of Salim Janjor were terminated. He admits that, he was also a member of the Association. He admits that, employees of PIA of 1st Party are governed by Settlement. He states that, said Settlements are not challenged anywhere. He admits that, there is increase in salary as per last Settlements entered in 1999 and there was fairly a good increase in emoluments of the employees. He admits that, M/s. Akbar Travels of India is a private Company having its office at Bombay. He admits that, it is doing business of ticketing for various air lines including 1st Party. He admits that, Benzy Traveling Agency also is doing same type of work of ticketing at Bombay. He states that, tickets purchase of 1st Party prior to 31-12-2001 were transferred to other air lines. He admits that, till fresh approval was granted from 1-1-2002, neither any air craft landed in India nor took off from India. On that 2nd Party closed evidence and filed closing purshis at Exhibit 25. On that 1st Party decided not to lead any oral evidence and field purshis at Exhibit 26.

33. Heard at length the Advocates of both the sides. Perused the documents produced by the 1st Party with Exhibit 23 and 2nd Party with Exhibit 11.

34. Here subject matter of reference is of termination of the employees who are the members of the 2nd Party Association and who were working at Mumbai for 1st party. According to Association strength of the employees working in Mumbai was 21 and this Reference is filed for them where 2nd Party prayed to reinstate them with benefit of continuity of service and back wages which is supported by 2nd Party's sole witness who was examined by the 2nd party at Exhibit 19. If we peruse his deposition at the cost of repetition, where he states that, approval was given on periodical basis and last approval was upto 30-3-2002 and in December, 2003 fresh approval was given to 1st party. 19 employees were terminated along with him. He admits that, offer of employment was given to him on the same post and terms and conditions as well as on same pay and allowances on which he was terminated by the 1st party. He states that, there was condition to withdraw the reference while taking him in the employment, however, though he is working reference still survives. He admits that, Mr. Shamim Ahmed, Mr. Khalid Bandekar, Mr. Washim Pathan and Mr. Angre were also offered to report on duty but they did not. He admits that, Mrs. Renita Mathais joined on fresh offer. He states that, he has no

idea about the cause behind her termination by the 1st Party. Said witness also stated that, likewise Salim Janifor was also offered to report but he has no idea as to why his services were terminated. He admits that, Salim was the member of the Association. Said witness also admitted that, as per the last settlement of 1999 1st Party gave fair increase in the emoluments of the employees. He also states that, M/s. Akbar Travels of India and Benzy Travelling Agency are doing ticketing business of airlines. He admits that, tickets of the 1st Party issued prior to December, 2001 were transferred to other airlines. He admits that, till fresh approval was granted from 1-1-2002 no aircraft of 1st Party landed in India nor took off from India.

35. From this evidence and stand of the 2nd party's sole witness it reveals that, most of them are taken back in the employment. So question of reinstatement of these employees does not arise. Besides it is revealed that, while taking them in the employment there was condition to withdraw the Reference but proceedings reveal that, reference still survives though some employees are in the employment before Reference was taken up for discussion. Besides it reveals that Akbar Travels of India and Benzy Travelling Agency were doing only ticketing business of all airlines including 1st Party which does not mean that, 1st party was doing its regular business through M/s. Akbar Travels of India and Benzy Travelling Agency of which much capital was made by the 2nd Party Association by spending number of pages in Claims Statement.

36. Besides number of paragraphs are spend by the 2nd party about the Charter of Demands, about approach of the 1st party towards the termination of the services of the employees of the 2nd Party Association and adamant attitude of the 1st Party towards the members of the 2nd Party Association. However, admission of the 2nd Party's sole witness reveals that, as per last Settlement of 1999 there was fairly good increase in the emoluments of the employees and terms and conditons of the employees working with the 1st Party are decided as per settlement and that the Settlement were not challenged anywhere reveals that, there is no force in the contintions of the 2nd Party that, 1st party was engaged in unfair labour practices and was having adamant attitude against the interest of the employees or members of the Association.

37. Besides 2nd Party did not point out any thing about illegal change or point out harassment or unfair labour practice on the point of termination taken place under the guise of stoppage of activites of 1st Party as per directions given by Government of India. Civil Aviation Department which is not seriously challenged. Admittedly those are the directions of the Government of India on account of attack on Parliament House and in various other parts of our country. Said stoppage was there on account of security and safety of the citizens of this country. It was the decision of the Government of India. So said decision cannot be challenged before this Tribunal and even it is not the subject matter of the reference. As stated above, subject matter of the reference is of termination of

the services of the employees as a result of stoppage of activities of the 1st party from Indian land.

38. When Government of India, Civil Aviation Department directed 1st Party not to operate its activities and when it cannot utilize its services for transporting the customers from India through its airlines, how it can be said that it can do business? Besides when its activites were stopped by the Government of India, how it can be said that still 1st Party was doing business in India? No case is made out by the 2nd party that, even after stoppage of its activities 1st Party was doing its business through Akbar Travels of India and Benzy Travelling Agency. However, sole witness of the 2nd Party admits that Akbar Travels of India and Benzy Travelling Agency were doing only ticketing business of other airlines like airline of 1st Party. However, he admits that, tickets which were purchased prior to 31-12-2001 were transferred to other airlines. When that is admission of the 2nd Party's witness which reveals that, no business was done by 1st party after closing down its activities how it can be said that 1st party was doing its business till it stopped its activities?

39. In Statement of Claim while challenging the termination 2nd Party Union spent much pages and pleadings on tis activities, about its welfare activities. upgrading pay scales, conditions of service which, is not the subject matter of the Reference. In fact entire pleadings of the 2nd Party which it made by filing Claims Statement is nothing but beating "around the bushes" and same cannot be considered at this stage.

40. When 1st party has very good reason to stop its activities and when it has stopped its activities there is no point in continuing the employment of the employees working for it in India particularly in Mumbai and Delhi, in that premises in my considered view said decision taken by the 1st party in terminating the services of the employees who are members of the 2nd party Association cannot be observed as illegal. When 1st Party has no permission to run its business, how it can business in India? When it cannot run business in Indian without permission of the Government of India, how it can be compelled to continue with its activites and for it continue the employees working for it in India? On the contrary citation referred by the advocate for the 1st party published in FJR (66) 1985 page 103 of Apex Court in the case of General Labour Union (Red Flat) Vs B.V. Chavan and ors. shows that, in such premises terminating services of employees during closure is a good decision and it cannot be said that it is deceive decision. Citation published in 1994 II LLJ page 692 in the case of Mazdoor Congress and ors. Vs N. L. Bhalechandra and ors. where Bombay High Court observed that, action is legal where closure is declared, plant and machinery leased out. Here in the case at hand, letter was issued by the Government of India, Civil Aviation Department which is as good as debaring 1st Party from doing its activites on the floor of India which is equal to selling its machinery and not permitting it to use those with the help of employees. Even citation referred by 1st party's advocate published

in 2008 III LLJ page 928 in the case of Agarwal Trades and Anr. vs Ankush M. Bhabal and Ors. where Bombay High Court observed that, closure of undertaking due to acquisition of the premises and demolition of the factory is just and proper. Here same principle can be applied since 1st party cannot continue its business activities due to the ban imposed by the Government of India, Civil Aviation Department. Besides citation referred by 1st party published in 2008 III CLR page 349 in the case of Leelabai Shakaram Bhagwat and Ors. vs Shobha Industries does not distinguish between Section 25F (O) and 25 FFA. Citation referred by 1st party published in 1960 Vol. II LLJ page 1 of Apex Court in the case of Hathising Manufacturing Co. Ltd. & Ors. vs Union of India and ors. reveals that, when employer proposes to close its undertaking may serve notice of termination of employment otherwise if he fail to do so he will be liable to pay the wages for that. Here 1st party has done the same thing as it closed down its activities and so it terminated the services of the employees who were going to be affected by the closure of the business of the 1st party. Even decision given by Bombay High Court, relied upon by the 1st Party published in 1974 (29) FLR page 180 in the case of Shakti Electro Mechanical Industries Pvt. Ltd. vs F.H.Lala where our Hon'ble High Court observed that, in case of lock out termination of the services of the employees is just and proper.

41. The stand of the advocate for the 2nd Party was that, there was no closure actually and 1st party was doing its business. However, no evidence is brought on record to show that 1st party was doing its activities. He relied on citation published in 2007 II CLR page, 193 of our Hon'ble High Court while deciding the case of Biddle Saware Ltd. vs Chemical Employees Union. According to me said decision is on different facts and circumstances which cannot be straightaway applied in this case. Even another citation referred by him published in 1998 II CLR page 273 in the case of Industrial Perfumes Ltd. vs Industrial Perfumes Workers Union which is also on the different facts then the case at hand.

42. If we consider all this and the discussions made above and the case made out by both. I am of the considered view that 1st Party has very good reason to terminate the services of the employees involved in the Reference and I observe that, it is just and proper and does not require any interference. When decision of the 1st Party is just and proper in my considered view, members of the 2nd Party association are not entitled for any relief. So. I answer these issues to that effect and passes the following order.

ORDER

Reference is rejected
with no order as to costs.

Bombay, 29th January, 2010

A. A. LAD., Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का. आ. 1008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स आई. ए. एल. एक्सपोर्ट सर्विस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं-1, नई दिल्ली के पंचाट (संदर्भ संख्या 20/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2010 को प्राप्त हुआ था।

[सं. एल-11012/57/09-आई आर (सीएम-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S. O. 1008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2010) of the Central Government Industrial Tribunal No. 1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. I. A. L.-Airport Services Ltd. and their workman, which was received by the Central Government on 22-3-2010.

[No. L-11012/57/09-IR(CM-II)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. 1, KARKARDOOMA
COURTS COMPLEX, DELHI

I. D. No. 20/2010

The General Secretary,
I. A. L.-A. S. L., Employees Union,
Plot No. 26, PP-721, Khasra No. 47,
Krishna Vihar, Najafgarh,
New Delhi-110043.

.....Claimant

Versus

The Chief Operating Officer,
IAL-Airport Services Ltd.,
Airlines House, New Delhi-110001.

.....Management

AWARD

Sub Assistants (Security & Commercial) were engaged by Indian Airlines from 2004 till 2008. In all 42 employees were engaged as Sub Assistant. They served the management for a considerable period and thereafter services of some of them were dispensed with, on 31st of May, 2009, on 1st of June, 2009 and on 5-6-2009. They

approached Indian Airlines Limited- Airport Services Limited Employees Union for redressal of their grievance. The aforesaid union raised a dispute before the Conciliation Officer. Since no settlement could arrive at between the Union and the management of Indian Airlines Limited, the Conciliation Officer submitted his failure report before the appropriate Government. On consideration of the said failure report, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-11012/5712009-IR(CM-I) New Delhi, dated 20-1-2010, with the following terms :

“Whether the action of the management of Indian Airlines Limited Airport Services Ltd., (i) in terminating services of 42 workmen (as per annexure), and (ii) in not providing benefits like provident fund, medical facilities/allowance & health insurance, annual increment and wages to Sub Assistants(Security & Commercial) at par with the regular employees of the civil aviation industry performing the same and similar nature of work is justified and legal? (iii) To what reliefs are the workmen concerned entitled ?”

2. While referring the dispute to this Tribunal for adjudication, the appropriate Government commanded the aforesaid union to file claim statement within a period of fifteen days from the date of the receipt of order of reference. Despite the command, so made, the Union opted not to file a claim statement in the matter.

3. Notice was sent to the Union by registered post on 11-2-2010, calling upon it to file the claim statement. The said notice was sent to the General Secretary, I.A.L.-ASL Employees Union, at plot No. 26, PP-721, Khasra No. 47, Krishna Vihar, Najafgarh, New Delhi, the address provided by the appropriate Government in the terms of reference. The postal article was received back with the report that the address of the addressee was without any block and street numbers, hence it could not be located.

4. Fresh notice was sent to the Union on 2-3-2010 by registered post at the aforesaid address. The postal article, so sent, was neither received back nor any one appeared on behalf of the Union. Every presumption lies in favour of the fact that the registered letter, so sent, was served on the aforesaid union.

5. Despite service of the registered notice, the Union opted not to file a claim statement. It is emerging over the record that the Union, who has taken up the cause of the 42 workers, is not interested in pursuing the matter. Since no claim statement has been filed by the Union on behalf of the aforesaid workers, under these circumstances it emerges that the claimants or the Union do(es) not want to present its grievance before this Tribunal. In absence of grievances from the side of the claimants/Union it emerges that dispute between the parties stands subsided. Consequently a No Dispute award is passed.

Dated 17-3-2010 DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 22 मार्च, 2010

का. आ. 1009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लुफ्थान्सा जर्मन एयरलाइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-1, नई दिल्ली के पंचाट (संदर्भ संख्या 24/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2010 को प्राप्त हुआ था।

[सं. एल-11012/3/2004-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 22nd March, 2010

S. O. 1009.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2009) of the Central Government Industrial Tribunal/Labour Court No.-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Lufthansa German Airlines and their workman, which was received by the Central Government on 22-3-2010.

[No. L-11012/3/2004-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, KARKARDOOMA
COURTS COMPLEX, DELHI**

I. D. No. 24/2009

Ms. Anupama Monga,
C-47, Malviya Nagar,
New Delhi

.....Workman

Versus

Lufthansa German Airlines,
56, Janpath, New Delhi

.....Management

AWARD

Complaints of pilferage on board, were brought to the notice of the authorities of Lufthansa German Airlines. It took a decision to conduct a surprise check. Accordingly on 6th of September, 2002 a surprise check was conducted in aero bridge area gate-07. All crew members of flight LH760, dated 6th of September, 2002 were checked by Mr. Thomas Mohr and Mr. Axel Dumeier. Anupama Monga, who was working as a Flight Attendant on the said flight, was found in possession of a black leather bag. On checking of the said bag, one first class blanket (sun/moon), four economy class meals, one Tomato Juice-Citrus Belly (1 ltr.), one tomato jam-Kring (1 ltr.), one mixed fruit

jam Kring (1 ltr), one Magnet game-LU's world, one memory game-LV's world, 8 mixed pickle souce of 15 gram each, four banana and 6 apples were recovered. The said first class blanket was kept in first class cabin, LU's world game were meant for children on board, fruit and mixed pickle souce were also on-board items and not purchasable from market. No receipt was produced by Anupama Monga for purchase of juice packs. It became evident that those articles were stolen by her from the aircraft and she was carrying it unauthorisedly. A charge sheet dated 12-9-2002 was served upon her. She tendered her explanation which was not found to be satisfactory. Management decided to hold an enquiry and Ms. Jyotica Bhasin Advocate was appointed as Enquiry Officer. Various opportunities were granted to Anupama Monga but she opted not to appear before the Enquiry Officer. On 19-11-2002 she sent a legal notice to the chairman of Lufthansa Cologne Corporate, levelling serious allegations on Mr. Axel Dumeier, for the first time. Second charge sheet dated 29-11-02 was served on the workman. However, no enquiry was initiated in respect of that charge sheet. Enquiry Officer concluded the enquiry proceedings and submitted her report to the management. The Disciplinary Authority passed an order of dismissal on Anupama Monga on 1st of January, 2003. Aggrieved by the said order she raised an industrial dispute. When conciliation proceedings failed, appropriate government referred the dispute to this Tribunal for adjudication, vide Order No.L-11012/3/2004-IR(C-I), New Delhi, dated 26-4-2004, with the following terms :

"Whether the action of the management of Lufthansa German Airlines, Janpath, New Delhi in terminating/discontinuing the services of Ms. Anupama Monga, Flight Attendant w.e.f. 1-1-2003 is just, fair and legal? If not to what relief is the concerned workman entitled?"

2. Anupama Monga had submitted her claim statement pleading therein that she was employed as Flight Attendant with the management on 11-2-96. She worked to their entire satisfaction and as such was confirmed w.e.f. 11-8-96. Despite the fact that she performed her duties honestly and sincerely, she was served with a memo dated 11-9-2002 wherein charges of gross misconduct were levelled, relating to stealing on board on flight No. LH-760, dated 6th of September, 2002. Charge sheet was served upon her on 12th of September, 2002, which was not supported by list of documentary evidence, substantiating the allegations. She was sexually assaulted by Sh. Axel Dumeier by touching her body. She alleged that after surprise check, no receipt of recovered items was prepared and delivered to her by the checking staff. When she requested for issuance of a receipt, Sh. Axel Dumeier misbehaved and threatened her that she had no right to demand any receipt or letter. No check was conducted on German crew, which act is highly discriminatory. The check was conducted in contravention of the statutory

provisions. She submitted her reply to the charge sheet and facts referred above, were not considered by the management. When enquiry officer was appointed, she raised an objection that Ms. Jyotica Bhasin was not acceptable to her, as an enquiry officer. Ms. Jyotica Bhasin was also appointed as Enquiry Officer to enquire to the misconduct of Ms. Laxmi Pawar and Ms. Samantha Philip, in whose matter she submitted report against them and they were forced to tender their resignation. She claimed that Ms. Jyotica Bhasin was not an impartial person. On account of unprecedented situation created by the management, she became patient of sciatica (bilateral) and was under treatment of Dr. Y. Kumar. She submitted her medical certificate seeking adjournment of the enquiry proceedings, but her request was ignored by the Enquiry Officer. The Enquiry Officer took undue advantage of circumstances in which she was placed and continued with the enquiry proceedings in haste, biased and unjustified manner. On her report, her services were terminated. Termination letter dated 1st January, 2003 speaks of issuance of second charge sheet dated 29-11-2002, but the said charge sheet was never served upon her. As a matter of fact, male checking staff misbehaved and assaulted her sexually. With a view to maintain cordial relationship, she did not high light that matter nor lodged any police report. She requested the management to hold enquiry and investigate the matter, which request was never considered.

3. She projects that agitated by the attitude of the management, she filed a suit for declaration, mandatory and permanent injunction and even during the pendency of that suit the Enquiry Officer completed the enquiry and her services were terminated. Her civil suit became infructuous and she was forced to withdraw it. She projects that on account of facts detailed above, the enquiry is void ab initio and deserve to be set aside. She presents that the Apex Court had laid that the enquiry proceedings may be declared null and void, when the Enquiry Officer had been appointed unlawfully and proceedings are not in consonance with law. An advocate cannot be appointed as Enquiry Officer rules does not so permit. There are no rules and regulations applicable to the management, hence it cannot appoint an advocate as an Enquiry Officer. The Apex Court had ruled that when delinquent employee seeks change of the Enquiry Officer and request went unattended, it would vitiate the enquiry. Bhasin and Bhasin Associates are legal advisers of the management and responsible for drafting of charge sheets. They handle all disciplinary proceedings against employees of the management. Combination of function of drafting of disciplinary proceedings and investigation by Bhasin and Bhasin Associates vitiates the enquiry conducted by Ms. Jyotica Bhasin. Bhasin and Bhasin Associates had acted grossly in a biased manner to victimize her. Ms. Jyotica Bhasin happens to be daughter-in-law of Shri S. K. Bhasin, who was instrumental in shunting out two innocent workmen.

She was apprehensive that Ms. Jyotica Bhasin was professionally biased and on that ground she lost faith in her. Her request for change of the Enquiry Officer was declined and therefore, proceedings concluded by Ms. Jyotica Bhasin were void ab-initio. Ms. Jyotica Bhasin rejected her request for adjournment, which was supported by medical certificate. Her refusal to adjourn the proceedings is indicative that no opportunity was given to her to defend herself. Copy of the complaint made by checking staff was not enclosed with the charge sheet. It was alleged that surprise check was made in full public view. However, no details of the witness was there along with the charge sheet. The Enquiry Officer had not given her an opportunity to appoint a defence assistant. Her dismissal order was signed by G. M. (Cabin Service, Finance and Personnel) (South Asia). Her dismissal order ought to have been signed by the company itself. Her dismissal is unlawful. No reasonable opportunity was given to her to show cause against the proposed punishment. She claims that the enquiry as well as punishment awarded to her may be set aside and she may be reinstated in services with continuity and full back wages.

4. The management demurred the claim and pleaded that on 6th of September, 2002 the claimant was on duty as a Flight Attendant on flight LH 760, dated 6-9-2002 ex Frankfurt. On arrival of the flight at Delhi, a check was conducted in the aero bridge area in public view by Mr. Thomas Mohr and Mr. Axel Dumeier. The claimant was carrying a black leather bag, wherein one first class blanket (sun/moon), four economy class meals, One Tomato Juice-Citrus (1 ltr.), One tomato jam-Kring (1 ltr.), one mixed fruit jam-Kring (1 ltr.), one Magnet game-LU's world, one memory game LU's world, 8 mixed pickle souce of 15 gram each, four banana and 6 apples were recovered. The aforesaid items were stolen from the aircraft by the claimant. A charge sheet was issued to her on 12-9-2002, calling upon her to explain as to why disciplinary action would not be initiated against her. Explanation tendered by her was found to be not satisfactory. Ms. Jyotica Bhasin, who was impartial person wholly unconnected with the affairs of the company, was appointed as Enquiry Officer. She conducted enquiry in accordance with the principles of natural justice and gave full opportunity to the claimant to defend the charges. However, she adopted total uncooperative attitude, and deliberately avoided to take part in the enquiry proceedings, on the ground of her alleged sickness. The Enquiry Officer adjourned proceedings for several dates but she continued to make false and frivolous allegations and did not participate in the enquiry proceedings. Though she claimed herself to be sick, yet she had been attending court hearings in cases filed by her against the management. After giving her repeated opportunities, the Enquiry Officer was left with no alternative but to conduct the enquiry ex parte. Since workman failed to attend enquiry proceedings and lead evidence in her

defence, the enquiry was concluded. Enquiry Officer submitted her report, a copy of which was sent to the workman on 17-12-02, calling upon her to comment on the matter. She observed complete silence and offered no comments. The management considered the enquiry report and was of the opinion that the enquiry was in accordance with the principles of natural justice. The management concurred with the finding of the Enquiry Officer. It also took note of the charge sheet dated 29-11-2002 and dismissed workman from services, vide letter dated 1-1-2003.

5. It has been pleaded that though the claimant completed her probation and was confirmed in services, yet it would be wrong to say that she performed her duties sincerely and honestly. A comprehensive charge sheet, giving all necessary details of the acts of misconduct, was served on her. Attaching list of documentary evidence with the charge sheet is not required by law. It has been denied that Mr. Axel Dumeier sexually assaulted the claimant. Security check was carried out on 6-9-2002, on which date the claimant had not made any complaint against Mr. Axel Dumeier, who allegedly advised her to see him alone at Hotel Hyatt Regency where he was staying. She was suspended from service vide letter dated 1-12-2002 wherein all details of surprise check were mentioned. Despite having received order of suspension she had not written any letter to the management alleging sexual assault on her by Mr. Axel Dumeier. No police complaint was made by her at any point of time, in respect of her sexual harassment. In her explanation dated 21-9-2002, submitted in reply to the charge sheet dated 12-9-02, she had not made any allegation of her sexual harassment and indecent assault. For the first time, she sent legal notice dated 19-11-2002 wherein defamatory allegations were levelled against Mr. Dumeier. All these facts are suggestive that those allegations were after thought, with a view to forge a defence. She also filed a criminal complaint under section 354 of the Penal Code, before the Addl. Chief Metropolitan Magistrate, New Delhi, in respect of her sexual assault by Mr. Dumeier. Since conduct of the workman constituted misconduct, a charge sheet dated 29-11-2002 was issued to her. Despite receipt of that charge sheet, she had not submitted any explanation.

6. The management projects that there is no requirement of law to obtain concurrence of delinquent employee in respect of appointment of an Enquiry Officer. Merely because that Ms. Jyotica Bhasin had conducted enquiry in respect of certain other employees, it would not disqualify her to act as an Enquiry Officer. Her allegations that she had no faith in the Enquiry Officer are without merit. She adopted tactics to torpedo the enquiry proceedings, by not participating in it. The Enquiry Officer gave numerous opportunities to her to attend the enquiry. When she failed to participate in the enquiry, the Enquiry Officer was left with no option but to proceed her ex parte.

Charges were found proved by the Enquiry Officer. When claimant had not submitted her explanation in respect of the second charge sheet and did not refute the allegations/it amounted to implied admission of the charges. In view of those facts there was no requirement to hold further enquiry in the matter. Entire facts referred above led the management to loose faith in the workman.

7. The management pleads that there was no bar in law to appoint an advocate as Enquiry Officer. Ms. Jyotica Bhasin had nothing to do with drafting of charge sheets. She was never consulted with regard to disciplinary cases. Bhasin and Bhasin Associates are not legal retainers of the company. Ms. Jyotica Bhasin never appeared in any court on behalf of the management. Bhasin and Bhasin Associates never established their contact with the workman. Simply because Jyotica Bhasin happens to be daughter-in-law of Shri S. K. Bhasin, that fact would not disqualify her from conducting the enquiry. She was not biased against the workman. Industrial Employment (Standing Orders) Act, 1940 is not applicable to the management. Management was not required to submit standing orders for certification. All documents were filed at the time of enquiry and copies of the same were given to the delinquent employee. Copies of the enquiry proceedings of every date of hearing were sent to her, even though she had not participated in the enquiry. She was dismissed from services since she was found guilty of gross misconduct, leading to loss of confidence in her. There was no necessity to issue second show cause notice to the claimant. It has been pleaded that the action of the management is in consonance with law. Claim of reinstatement with continuity and full back wages is not substantiated.

8. On pleadings of the parties following issues were settled :

1. Whether the enquiry conducted by the management is fair and proper?"

If so, its effect?

2. As in terms of reference.

9. Issue No.1 was treated as preliminary issue. To discharge onus resting on it, the management examined Shri Parvez Khan, Manjuri Gauba, Mr. Axel Dumeier and Ms. Jyotica Bhasin tendered their affidavits. They were cross-examined on behalf of the workman in detail, except Mr. Axel Dumeier. Mr. Dumeier was examined on 2-2-2007 and discharged by the Tribunal, when workman opted not to cross-examine him. Thereafter workmen never took steps for summoning Mr. Dumeier for cross-examination. Under these circumstances it is evident that there was an opportunity and right available to the workman to cross-examine Mr. Dumeier, which right and opportunity were not exercised by the workman. Ms. Anupama Monga tendered her affidavit as evidence wherein all facts pleaded

in the claim statement were reiterated. She was cross-examined at length.

10. After hearing arguments of the parties issue No. 1 was answered in favour of the management and against the workman, vide order dated 1-12-2009.

11. Shri P. K. Mishra, authorized representative, advanced, arguments on behalf of the workman, agitating that punishment awarded to her was excessive. To rebut the stand of the workman, Shri Ajit Upadhaya, authorized representative, advanced arguments on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on the issues involved in the controversy are as follows :—

12. Mr. Axel Dumeier had testified that on 5th of September, 2002, he came to India for security check of the crew to find out the reasons of pilferage of duty free items from the Aircraft. Bag of the claimant was searched and various items were recovered out of it. Shri Pervez Khan reaffirms story of surprise check conducted on 6-9-2002. He was standing 3-4 Mtrs. away from the place, where check was conducted by Mr. Dumeier and Thomas Mohr. Out of bag of the claimant, one first class blanket (sun/moon), four economy class meals, one Tomato Juice-Citrus Belly (1 ltr.), one tomato jam-Kring (1 ltr), one mixed fruit jam-Kring (1 ltr), one Magnet game-LU's world, one memory game-LU's world, 8 mixed pickle souce of 15 gram each, four banana and 6 apples were recovered, which were stolen from the Aircraft. Through the facts unfolded by the witnesses as well as out of report of Ms. Jyotica Bhasin, the Enquiry Officer, it was established that the claimant committed theft of duty free articles from the Aircraft, while was on board.

13. To assess quantum of punishment for the workman, it would be expedient to have glance over legal propositions. Right of an employer to inflict punishment is not unfettered. The punishment imposed must be commensurative with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Industrial Disputes Act, 1947 (in short the Act), it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurative with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in Bengal Bhatdee Coal Company [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by

enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

14. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with, by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company Ltd.* [1965 (1) LLJ 462]. Likewise in *Management of the Federation of Indian Chambers of Commerce and Industry* [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts".

15. In *B.M. Patil* [1996 (11) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence regarding the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity

to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

16. After insertion of Section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer is commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in *Sanatak Singh* (1984 Lab. LC.817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the degree of the guilt of the workman. Reference can be made to the precedent in *Kachraji Motiji Parmar* [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case Section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts, and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

17. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Further more, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of

grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in *Bhagirath Mal Rainwa* [1995 (1) LLJ 960].

18. Now I would turn to the facts of the present controversy, in order to assess as to whether punishment awarded to the claimant was commensurate to her misconduct. As detailed above, the claimant joined services of the management on 11-2-96. Her services were confirmed on 11-8-96. She served the management for a period of six and half years, when she was found in possession of duty free articles. Charges of theft were established against her in the domestic enquiry. The claimant does not have a long record of service.

19. Offence of theft committed by an employee would project that he is dishonest and his suitably and reliability to continue in service may be affected by that reason, which will have a bearing on contract of his service. It may be a good ground for dismissing him from service. For inflicting punishment for misconduct of theft, the nature of theft is an important factor. In *M/s. Orr & Sons (P) Ltd.* [1974 (1) LLJ 517] the workman was dismissed for theft of empty oil tin worth 30 p only. He had put in 24 years of service with no warning or any black mark during the entire service. His dismissal was set aside, declaring that punishment was too harsh and shockingly disproportionate, having regard to the nature of the offence. In *Rustom and Hornsby (I) Ltd.* [1975 (2) LLJ 352] the Apex Court ruled that even an attempt to steal employers property on the part of the workman, who was a watchman, was a serious charge and he deserves nothing short of dismissal. Reference can also be made to the precedents in *New Victoria Mills Company Limited* (1970 Lab. I. C.428), *J. K. Cotton Spinning and Weaving Company Limited* [1965 (2) LLJ 153] and *Bangalore Woolen, Cotton and Silk Mills Company Limited* [1960 (2) LLJ 39].

20. In *Wimco Sarmik Union* (1987 Lab. I.C. 77) Calcutta High Court ruled that order of dismissal passed against the workman for proved misconduct of theft of property worth Rs. 150 was not unjustified as to warrant interference by the Tribunal under section 11-A of the Act. The Court went on to observe that offence of theft, which was committed by the employee, showed that he was dishonest and his suitability and liability to continue in service might be affected by that reason. His long period of unblemished service could not weigh the balance in his favour. In *Shri Gopal Cotton Mills Private Limited* [1980 (1) LLJ 425] the Madras High Court adopted the similar view and concluded that theft of employer's property by the workman amounts to serious charge and he deserves nothing short of dismissal.

21. In *Rajasthan State Road Transport Corporation* (2004 III CLR 778) the Apex Court was seized of a matter wherein the workman had indulged in a misconduct which had not only led to monetary loss to the Corporation but

the employer has lost confidence in him. The workman was employed as conductor on a bus of the Corporation. He had not issued tickets to six passengers, who boarded that bus. The Court ruled that the workman had indulged in misconduct which had not only led to monetary loss to the Corporation but it lost confidence in him. Therefore, to continue such an employee in the employment of the Corporation by virtue of a judicial order, would amount to an act of misplaced sympathy, which has no foundation in law or in equity. The punishment of dismissal awarded to the workman was not found to be disproportionate to his misconduct.

22. The claimant was checked on 6-9-2002 in the Aero bridge area and from her bag one first class blanket (sun/moon), four economy class meals, one Tomato Juice-Citrus Belly (1ltr.), one tomato jam-Kring (1ltr), one mixed fruit jam-Kring (1ltr), one Magnet game-LU's world, one memory game-LU's world, 8 mixed pickle souce of 15 gram each, four banana and 6 apples were recovered, which were stolen by her from the aircraft. Question for consideration comes as to whether punishment of dismissal is shockingly disproportionate to the misconduct committed by her. As detailed above, she had not only committed theft of property of her employer, but made her employer to feel that it will not be safe to repose confidence in her. By commission of misconduct of theft she proved herself to be a dishonest employee, who was not worth credence. It would not be safe for her employer to continue her in the job. Consequently it is evident that punishment of dismissal is neither disproportionate to the misconduct nor grave to her acts of impropriety. Power of this Tribunal to interfere with the quantum of punishment is limited to the area when punishment is not commensurate to the misconduct, committed by the employee. Dismissal of the workman is neither found to be unfair nor wrongful. Consequently it is concluded that no interference is called for by this Tribunal, by invoking its power under section 11-A of the Act. The claimant is not entitled to any relief. Her claim statement deserves dismissal. Accordingly the same is dismissed. An Award is passed. It be sent to the appropriate Government for publication.

DR. R. K. YADAV, Presiding Officer

Dated : 12-2-2010

नई दिल्ली, 23 मार्च, 2010

का. आ. 1010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू.सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 171/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2010 को प्राप्त हुआ था।

[सं. एल-22012/337/1992-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd March, 2010

S. O. 1010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 171/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation of the management of WCL and their workman, which was received by the Central Government on 23-3-2010.

[No. L-22012/337/1992-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/171/93

Presiding Officer : Shri Mohd. Shakir Hasan

The General Secretary,
Lal Kjanda Coal Mines Mazdoor Union (CITU),
PO Damua,
Distt. Chhindwara (MP) Workman/Union

Versus

The Manager,
Rakhikol Colliery,
Distt. Chhindwara (MP) Management

AWARD

Passed on this 4-3-2010

1. The Government of India, Ministry of Labour *vide* its Notification No. L-22012/337/92-IR(C-II) dated 20-8-93 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Rakhikol colliery of W.C.Ltd. of wrongful regularization in Cat.V to deprive four increment in place of Cat-VI to Shri Mohd. Washim is legal and justified? If not, to what relief the concerned workman is entitled to ?”

2. The case of the Union/workman, in short, is that the workman was appointed in Damua colliery in 1974 and was transferred to Ghorawari colliery in 1976. Thereafter he was promoted on the post of Hippo-Driver w.e.f. 3-12-76. Subsequently he was transferred to different collieries on the same post. Lastly he was transferred to Rakhikol colliery alongwith Shri Balgovind Shri Vijay Kumar, Shri Rahman Khan. Shri Annuplal and Shri Surender and all were also Hippo drivers. It is stated that these Hippo drivers were junior to him and they had been paid the difference of wages of Cat-VI and were also

regularized on the Hippo driver cum-mechanic as policy adopted by the management of Western coalfields Ltd. but the workman, Shri Md.Washim, Hippo driver had been left and intentionally superseded in violation of the promotion policy adopted for Hippo Drivers. It is stated that from dated 3-12-76, he was working as Hippo Driver but the wages of General Mazdoor was paid till May, 1977. Thereafter, the wages of Cat- V was paid to him by the management which was less than the actual wages. He was regularized on the post of Hippo driver on 1-4-80 instead of Hippo driver-cum-Mechanic in Cat-VI and had deprived him of four increments. It is submitted that the workman has right to be regularized on the post of Hippo driver cum mechanic with four back increments w.e.f. 1-4-1980 in Cat VI.

3. The non-applicant/management appeared and filed Written statement in the case. The case of the management, interalia, is that the reference is illegal because while making the reference, the appropriate Govt. has exceeded its jurisdiction in as much as it has decided the merit of the case. It is admitted that the workman, Shri Mohd. Washim was appointed as General Mazdoor and joined Rakhikol colliery of WCL in the year 1977 on transfer from Ghorawari colliery. He was regularized on the post of Driver in 1980 in Category-V. The demand of the union to place the workman in Category VI is not at all justified as there is no nomenclature of Driver for placement in Cat-VI. It is stated that there is no designation of Driver-cum-mechanic in Cat-VI rather the Drivers of Cat-V are considered through DPC for promotion to the post of Driver-cum Mechanic in Cat-VI. It is stated that no junior has been promoted. It is submitted that on the aforesaid grounds, the demand of the union is not justified and the reference be answered in favour of the management.

4. On the basis of the pleadings of the parties, the following issues are for adjudication :—

- (i) Whether the management had wrongfully regularized in Cat-V instead of Cat-VI ?
- (ii) Whether the workman was deemed to be Hippo Driver w.e.f. 3-12-76 and was entitled pay thereof.
- (iii) Whether the management had deprived him four increments.
- (iv) To what relief, the workman is entitled to?

5. Issue No.1 & 2—

To prove the case, the Union/workman has examined oral and documentary evidence. The documentary evidence are admitted by the management. The Union witness, Shri Md.Washim is the workman. He has stated that initially he was appointed as General Mazdoor and he was transferred to Ghorawari colliery where he was working in 1976 and was working on the post of Driver. His evidence is corroborated by the document filed by the management. The Union has also admitted the said

document which is marked as Exhibit M/1. Exhibit M-1 is the office order dated 3-12-76 passed by the Manager Ghorawari Colliery. This order clearly shows that the workman Md. Washim was working as Driver and the co-workers namely Balgobind, Vijay Kumar and Rahman Khan and others were also working as Drivers since 3-12-76. This document proves the case of the Union that the workman Md. Washim was Driver. As such he was working on the said post. The management has not rebutted the said evidence.

6. The said Union witness has further stated in his evidence that he was promoted to the post of Hippo Driver on the order of the Manager on 3-12-1976. Thereafter he was transferred to different collieries on the post of Hippo Driver. The office orders are filed by the union which are marked as Exhibit W/1, W/2 and W/4. These office orders dated 1-3-1977, 6-3-1978 and 11-1-1980 are also admitted by the non-applicant management. These orders further proves the case of the Union that the workman Md. Washim was continuously Hippo Driver. Thereafter in the same capacity, he was transferred to different collieries. These orders further show that the co-workers as has been named above were also Hippo Drivers. This clearly shows that the workman Md. Washim was Hippo Driver w.e.f. 3-12-1976 alongwith other co-workers and was entitled the pay of Hippo Driver w.e.f. 3-12-1976.

7. The Union witness has further stated that the juniors who were working together were regularized in Hippo Driver-cum-Mechanic on 28-9-80 in Cat-VI but he was not regularized in Cat-VI intentionally and to deprive four increments he was regularized in Cat-V w.e.f. 7-4-80. It appears from the pleadings and the evidence of the Union that there was specific case that Shri Balgobind, Shri Vijay Kr., Shri Rehman Khan, Shri Anuplal and Shri Surender were juniors to the workman, Shri Md. Washim and they were regularized in Cat-VI. The management has not specifically denied that the above named workers were not juniors to Md. Washim. Simply there was a vague denial. The Union has filed office order 28-9-1980 to show that Shri Anuplal, Shri Surender, Shri Vijay Kumar and Shri Balgobind were regularized from Hippo Drivers Cat-V to Driver-cum-Mechanic Cat-VI. There is no specific denial on behalf of the management that they were not juniors or the case of the workman Md. Washim was not considered on specific reason. Thus it is deemed to be admitted that they were juniors and there was no reason for not considering the workman Shri Md. Washim for the post of Driver-cum-Mechanic, Cat-VI who was fit for the post. The management has filed office order dated 7-4-1980 which is marked as Exhibit M/3 that the workman, Md. Washim was regularized on the post of Driver Cat-V from 7-4-1980 which is marked as Exhibit M/3 that the workman Md. Washim was regularized on the post of Driver Cat-V from 7-4-1980. The said order is challenged by the Union. It is not out of place to say that

the management has not filed even a chit of paper that the post of Driver-cum-Mechanic VI was selected by D.P.C. rather others were regularized on the said post w.e.f. 20-9-80 and no reason is assigned by the management as to why the workman Md. Washim was not regularized alongwith others when he was deemed to be senior to others. This shows and establishes that the workman Md. Washim was entitled to be regularized on the post of Hippo Driver-cum-Mechanic in Cat-VI w.e.f. 7-4-80 instead of Cat No. V. Moreover there is no case of the management and also there is no evidence on the record that other Hippo Drivers were earlier regularized in Cat-V and thereafter they were regularized in Cat-VI w.e.f. 20-9-1980.

8. On the other hand, the management has also examined oral and documentary evidence in the case. Management witness Shri P. Bannerjee is a Personnel Manager in W.C.L. He has stated that Md. Washim was appointed as General Mazdoor on 10-3-1974 and was transferred to different collieries. These are admitted facts. He has stated that the demand of Md. Washim to place him in Category VI, there is no nomenclature of Drivers. This appears to be not the case of the Union rather the case is that he should be placed and regularized in Driver-cum-Mechanic VI. In support of this contention, an admitted document Exhibit W/3 is filed. This shows that other junior drivers were regularized in Driver cum-Mechanic Cat-VI posts w.e.f. 20-9-80. The oral evidence appears to be not acceptable in view of the documentary evidence. He has further stated in his evidence that Driver-cum-Mechanic post is a promotional post through D.P.C. The Exhibit W/3 falsify the claim of the witness which shows that other Drivers were regularized in Driver-cum-Mechanic, Cat-VI posts.

9. This management witness has further stated in his evidence that the case of Md. Washim for promotion to Cat-VI has not been considered. There is no fact to establish that as to why his case was not considered. There is no chit of paper to show that he was not fit for regularization on the post of Driver-cum-Mechanic, Cat-VI when other junior drivers were regularized in Cat-VI. This is evident from Exhibit W/3. This shows that it was arbitrary act on the part of management without any rhyme and reason. Thus, both the issues are decided in favour of the Union/workman and against the management.

10. Issue No. 3 & 4 :

On the basis of the discussion made above, it is clear that the workman Md. Washim was working as Driver w.e.f. 3-12-76 continuously and was being paid wages of General Mazdoor. It is evident from the document filed by the management which is marked as Exhibit M/2 though he was working as Driver. Thus it appears that the workman is entitled the pay of Driver Cat-V w.e.f. 3-12-1976 with annual increments. Thereafter he is entitled to be regularized on the post of Driver-cum-Mechanic, category

VI from 1-4-1980 with pay thereof instead of Driver Cat-V. These issues are accordingly decided in favour of the Union/workman. Md. Washim.

11. Considering the entire evidence on the record, the non-applicant management is directed to pay on the post of Driver, Cat-V, w.e.f. 3-12-1976 with annual increments to the workman Md. Washim. Thereafter the management is further directed to regularize the said workman on the post of Driver-cum-Mechanic Category VI w.e.f. 7-4-1980 instead of Category V and to pay accordingly within three months from the date of notification of the award.

12. In the result, the award is passed without any order to costs.

13. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHID SHAKIR HASAN, Presiding Officer

नई दिल्ली, 23 मार्च, 2010

का. आ. 1011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एलिटालिया लाइनी एटारी इटैलियन एसपीए के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सं.-2, मुम्बई के पंचाट (संदर्भ संख्या 47/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2010 को प्राप्त हुआ था।

[सं. एल-11012/23/2008-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd March, 2010

S. O. 1011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2008) of the Central Government Industrial Tribunal/Labour Court No.-2, Mumbai now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Alitalia Linee Aeree Italiane SPA and their workmen, which was received by the Central Government on 23-3-2010.

[No. L-11012/23/2008-I (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2 AT MUMBAI

PRESENT

Presiding Officer : A. A. LAD

REFERENCE No. CGIT-2/47 of 2008

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF

M/S. ALITALIA LINEE AEREE ITALIANE SP-A

The General Manager,
M/s. Alitalia Linee Aeree Italiane SP-A-
5th floor, C. G. House,
Dr. Annie Besant Road,
Prabhadevi,
Mumbai.

AND

Their Workman

MS. Dhanashree Bhatt
12, Yashodhan Chandavarkar Raod
R. S. Marg, Borivli (W),
Mumbai-400 092.

APPEARANCES :

For the employer

Mr. A. A. LAD

For the workman

Mr. Bhatt

Mumbai, dated this 18th February, 2010.

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-11012/23/2008-IR(CM-I) dated 14-07-2008 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

" (i) Whether the action of the management of M/s. Alitalia Linee Aeree Italiane SPA Mumbai in dismissing the services of Ms. Dhanashree Bhatt (Former Interpreter-cum-Commercial attendant w. e.f. 08-11-2007) is justified and legal? (ii) To what relief is the concerned workman entitled?"

2. Though notices were sent to workman and served vide Ex-4 & Ex- 7 still did not attend and file claim statement. Even management is absent. This situation leads me to conclude that, no body is interested in this reference and I do not find any reason to keep this reference alive. Hence the order.

ORDER

Reference is disposed of for want of prosecution

Date: 18-02-2010

A. A. LAD, Presiding Officer

नई दिल्ली, 23 मार्च, 2010

का. आ. 1012.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एलिटालिया लाइनी एटारी इटैलियन एसपीए के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के द्वाटे (संरम संख्या 76/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2010 को प्राप्त हुआ था।

[सं. एल-11012/41/2009-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd March, 2010

S. O. 1012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/2009) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Pawan Hans Helicopters Ltd. and their workman, which was received by the Central Government on 23-3-2010.

[No. L-11012/41/2009-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. II, AT MUMBAI

PRESENT

Presiding Officer : A.A. LAD

REFERENCE No. CGIT-2/76 OF 2002

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF

M/S. PAWAN HANS HELICOPTERS LTD.

The Dy. General Manager (P&A),
M/s. Pawan Hans Helicopters Ltd.
Juhu Aerodrome, S. V. Road,
Vile Parle (W),
Mumbai -400056.

...First Party

AND

THEIR WORKMAN

Shri T. K. Chakraborty,
Flat No. 502, Building No. B/5,
Wing C, Shivam Housing Co-op.
Society, Gokuldharm Market,
Kanyapada, Goregaon (E),
Mumbai-400063.

...Second party

APPEARANCE :

For the Employer: Mrs. Pooja Kulkarni, Adv.
For the Workman : In person.

Date of passing the award : 12-2-2010

AWARD

The reference is sent to this Tribunal by the Under Secretary of Central Government, the Government of India, Ministry of Labour by its Order No. L-11012/41/

2009-IR (CMI-I) dated 29th September, 2009 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 to decide :

" (i) Whether the action of the Management of M/s. Pawan Hans Helicopters Limited, Mumbai in terminating the services of Shri T.K. Chakraborty, Jr. Engineer-1 w.e.f. 19-5-2005 is justified and legal?

(ii) To what relief is the concerned workman entitled?"

2. Both parties by filing purshis at Exhibits 5 and 7 requested to dispose of the Reference in Lok Adalat. Hence, the order :

ORDER

In view of the Exhibits 5 and 7 Reference is disposed of in Lok Adalat.

Mumbai, 12-2-2010

A. A. LAD, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, AT MUMBAI

Shram Raksha Bhawan . Sion (E)

Mumbai-22

Reference No. CGIT-2/76 of 2009

Subject:—Withdrawal of my case

With due respect, I would like to inform you that I had filed a case regarding my reinstatement in Pawan Hans Helicopters Ltd., Mumbai on 1st May 2009 (1-5-2009). But presently due to my present employment , I have been posted in VIZAG. and it is very difficult for me to attend the case whenever I will be required here in Mumbai and beside this my present financial condition is too weak. So I have decided to withdraw my case immediately.

Though I have given an application of withdrawal of the case on 24-12-2009 to Regional Labour Commissioner, Mumbai.

I, therefore, humbly and honestly request you to do the needful for which I shall be extremely thankful to you.

With regards,

Your Faithfully

Sd./-

(T. K. CHAKRABORTY)

C/o Heligo Charters Pvt. Ltd.

Juhu Airport, Vile Parle (W)

Mumbai-56

Proceedings of the Lok Adalat
on 12th February 2010

Present

1. Mr. M. B. Anehen, Advocate
2. Mr. R. S. Pai, Advocate
3. Mr. M. C. Shikhre, Representative
4. Mr. J. S. Sawant, Advocate.

Reference CGIT-2/76 of 2009

Pawan Hans Helicopters Limited

Vs.

T. K. Chakraborty

APPEARANCE :

For the Management : Ms. Pooja Kulkarni
Advocate

For the Workman : No appearance.

The workman vide his application dated 3-2-2010 (Ex. 5) has requested for the withdrawal of the above reference. The advocate for the management has given his no objection for the withdrawal of the reference sent for award.

(Sd/-)

(Sd/-)

(Sd/-)

नई दिल्ली, 23 मार्च, 2010

का. आ. 1013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एलिटालिया लाइनी एरी इटेलियन, एसपीए के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 49/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2010 को प्राप्त हुआ था।

[सं. एल-11012/25/2008-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 23rd March, 2010

S. O. 1013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2008) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Alitalia Linee Aeree Italiane, SPA and their workman, which was received by the Central Government on 23-3-2010.

[No. L-11012/25/2008-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, AT MUMBAI**

PRESENT

Presiding Officer : A.A. LAD

REFERENCE No. CGIT-2/49 OF 2008

**EMPLOYERS IN RELATION TO THE MANAGEMENT
OF**

M/S. ALITALIA LINEE AEREE ITALIANE, SPA

The General Manager

M/s. Alitalia Linee Aeree Italiane, Sp-A

5th floor, C. G. House

Dr. Annie Besant Road

Prabhadevi

Mumbai.

AND

THEIR WORKMEN

Ms. Amanda Ann Tantony

1, Grotto Apartments

Sherly St. Ann's Church Road

Bandra (W)

Mumbai-400050.

APPEARANCES :

For the Employer Absent

For the Workman Absent

Mumbai, dated this 18th February, 2010

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-11012/25/2008-IR(CM-I) dated 14-07-2008 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“(i) Whether the action of the management of M/s. Alitalia Linee Aeree Italiane, SPA, Mumbai in dismiss the services of Ms. Amanda Ann Tantony, Flight Interpreter-cum-Commercial Attendant w. e.f. 08-11-2007 is justified and legal? (ii) To what relief is the concerned workman entitled?”

2. Though notices were sent to workman and served vide Ex-4 & Ex-6, still did not attend and file claim statement and even management is absent. This situation led me to conclude that, no body is interested in this reference. Hence the order.

ORDER

Reference is disposed of for want of prosecution.

Date: 18-02-2010

A. A. LAD, Presiding Officer

नई दिल्ली, 25 मार्च, 2010

का. आ. 1014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिन्टेन्डेन्ट ऑफ पोस्ट ऑफिसों के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. सीजीआईटी/एलसी/आर/125/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-3-2010 को प्राप्त हुआ था।

[सं. एल-40012/115/2000-आई आर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 25th March, 2010

S. O. 1014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/125/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Superintendent of Post Offices and their workman, which was received by the Central Government on 25-3-2010.

[No. L-40012/115/2000-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/125/2000

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Kailash Prasad Pushpad,
S/o. Shri Ramgopal Pushpad,
New Colony,

Chhattarpur (MP)

.... Workman/Union

Versus

The Superintendent of Post Offices,
Chhattarpur Division,
Chhattarpur (MP)

....Management

AWARD

Passed on this 5th day of March, 2010

1. The Government of India, Ministry of Labour *vide* its Notification No. L-40012/115/2000-IR(DU) dated 30-6-2000 has referred the following dispute for adjudication by this Tribunal :—

2. "Whether the action of the management of Managing Superintendent of Post Offices, Chhattarpur Division, Chhattarpur (MP) in terminating the services of Shri Kailash Prasad Pushpad S/o Sh. Ramgopal Pushpad, after his

deployment from 27-4-89 to June 1998 is justified? If so, to what relief the workman is entitled?"

2. The case of the workman, in short, is that the workman was employed as Gardner *vide* order dated 27-4-89 passed by the management. He worked till 30-6-98 on a vacant post and was terminated from the service without any reason. It is alleged that no departmental proceeding was conducted and was terminated in violation of natural justice. It is also alleged that he had completed more than 240 days in a calendar year was not paid any compensation and was retrenched in violation of provision of Sec-25-F of the Industrial Dispute Act, 1947. It is submitted that the workman be reinstated with full back wages.

3. The non-applicant/management appeared and filed written statement in the case. The case of the management, inter-alia, is that the workman was engaged as Part Time Gardner in the postal Department at Chhattarpur. It is alleged that on 30-5-98 he came in the state of intoxication in the office premises and started abusing loudly to the Postmaster and other Postal Authority. Thereafter he absented himself unauthorisedly. It is stated that the post of part-time Gardner had no right of absorption/promotion in the department. There is no provision to issue chargesheet to part time worker. It is submitted that the workman is not entitled to any relief.

4. The issue for decision is as to whether the action of the management in terminating the service of the workman Shri Kailash Prasad Pushpad is justified?

5. The workman has not adduced any evidence in the case. The burden is on the workman to prove his case that he was terminated from service illegally. Since there is no evidence, the workman has failed to prove his case.

6. On the other hand, the management has examined one witness in the case. Management witness Shri J. P. Rohit is Assistant Superintendent of the Post Office, Chhattarpur. He has stated that the workman Shri Kailash Prasad Pushpad was engaged for few hours on daily wages. He had no right to be absorbed/promoted in the department. He has further stated that he had misbehaved with the Postal Authority and thereafter disappeared himself. His evidence clearly shows that he was not a regular employee and left the work on his own. It shows that the workman is not entitled to any relief. Moreover the workman has not proved his own case. The reference is answered against the workman.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 25 मार्च, 2010

अधिनिर्णय

का. आ. 1015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान परमाणु बिजलीघर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोटा के पंचाट (संदर्भ संख्या 6/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-3-2010 को प्राप्त हुआ था।

[सं. एल-42012/127/1993-आई आर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 25th March, 2010

S. O. 1015.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/95) of the Industrial Tribunal-cum-Labour Court, Kota now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajasthan Parmanu Bijligar and their workman, which was received by the Central Government on 25-3-2010.

[No. L-42012/127/1993-IR(DU)]

SURENDRA SINGH, Desk Officer

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राजस्थान

पीठासीन अधिकारी—अनुराधा शर्मा, आर. एच. जे. एस.

निर्देश प्रकरण क्रमांक : ओ. न्या. 6/95

दिनांक स्थापित: 14-12-1995

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश
संख्या एल/42012/127/93-आईआर(डीयू)

दिनांक 6-2-1995

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) औद्योगिक विवाद
अधिनियम, 1947

मध्य

1. जसवन्त सिंह } पुत्रगण मृतक श्रमिक सोहन सिंह
2. भगवन्त सिंह }

द्वारा महासचिव, परमाणु विद्युत कर्मचारी यूनियन, अनुशक्ति,
रावतभाटा वाया कोटा

....प्रार्थीगण

एवं

मुख्य अधीक्षक, राजस्थान परमाणु बिजलीघर अनुशक्ति वाया कोटा

....अप्रार्थी नियोजक

उपस्थित

प्रार्थीगण की ओर से प्रतिनिधि: श्री एन. के. तिवारी

अप्रार्थी नियोजक की ओर से प्रतिनिधि: श्री वी. के. जैन

अधिनिर्णय दिनांक 3-3-2010

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त प्रासांगिक आदेश/अधिसूचना दिनांक 6-2-1995 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जायेगा) की धारा 10 (1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :-

"कर्मकार श्री सोहनसिंह भूतपूर्व भारी वाहन चालक की 12 वर्ष तक मुख्य अधीक्षक राजस्थान परमाणु बिजलीघर, अनुशक्ति कोटा द्वारा स्थायी घोषित न करने तथा दिनांक 1-1-1979 से स्थायी घोषित करने के आदेश दिनांक 5-6-1982 के आदेश द्वारा निरस्त करने तथा कर्मकार को पेंशन लाभ न देने का कार्यवाही उचित एवं न्यायसंगत है? यदि नहीं तो कर्मकार किस अनुतोष का हकदार है?"

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजाब उग्रशक्ति पक्षकारों को सूचना विधिवत रूप में जारी की गयी जिस पर दोनों पक्षों की ओर से अपनी-अपनी उपस्थिति दी गयी।

3. सर्वप्रथम यहां यह उल्लिखित किया जाना उपयुक्त होगा कि हस्तगत प्रकरण में पूर्व में प्रार्थी श्रमिक सोहनसिंह के सम्बन्ध में उसकी अधिकृत यूनियन अध्यक्ष/महामंत्री, परमाणु विद्युत कर्मचारी यूनियन, रावतभाटा (सीआईटीयू) की ओर से क्लेम स्टेटमेन्ट प्रस्तुत किया गया था, किन्तु दौरान विचारण प्रार्थी श्रमिक सोहनसिंह की मृत्यु दिनांक 26-1-96 को हो जाने के फलस्वरूप उसकी विधिक वारियान उसकी पत्नी ज्ञानकौर, जसवन्त सिंह व भगवन्त सिंह का प्रार्थना पर न्यायालय आदेश दिनांकित 10-12-96 के जरिये अभिलेख पर मृतक प्रार्थी श्रमिक के कायममुकामान स्थापित किये गये और तत्पश्चात् तीनों प्रार्थीगण द्वारा संशोधित क्लेम स्टेटमेन्ट प्रस्तुत किया गया। तदुपरान्त उक्त प्रार्थीगण में से प्रार्थी श्रमिक सोहनसिंह की पत्नी श्रीमति ज्ञानकौर की भी मृत्यु हो जाने के फलस्वरूप न्यायालय आदेशिका दिनांकित 7-5-99 के द्वारा उसका नाम प्रार्थीगण शीर्षक से हटाया गया। इस प्रकार अब अभिलेख पर प्रार्थी श्रमिक मृतक सोहनसिंह के पुत्रगण जसवन्तसिंह एवं भगवन्तसिंह, मृतक श्रमिक की ओर से प्रार्थीगण के रूप में सुस्थापित हैं जिन पर पारित अधिनिर्णय प्रभावित होगा।

4. संशोधित क्लेम स्टेटमेन्ट के अनुसार संक्षिप्त: तथ्य इस प्रकार अभिकथित किये गये हैं कि श्रमिक सोहनसिंह को अप्रार्थी मुख्य अधीक्षक, राजस्थान परमाणु बिजलीघर, रावतभाटा वाया कोटा (जिसे तदुपरान्त "अप्रार्थी नियोजक" से सम्बोधित किया जायेगा) द्वारा 26-2-65 से एल.वी.डी. नियुक्त किया गया था जिसे 10-11-65 से एच.वी.डी. के पदपर पदोन्नत कर दिया गया था। तत्पश्चात् 13-7-79 के पत्रांक द्वारा 1-1-79 से स्थायी घोषित किया गया। श्रमिक सोहनसिंह द्वारा नियुक्ति प्रार्थना-पत्र में घोषित आयु अनुसार जन्मतिथि की गणना की जाकर सेवापुस्तिका में दर्ज की गयी जिसके आदेश दिनांकित 27-2-80 अनुसार श्रमिक सोहनसिंह को 31-12-81 को पेंशन सहित रितीव किया जाना निश्चित किया गया। आगे अभिकथित किया गया है कि अप्रार्थी नियोजक द्वारा आदेश दिनांकित 18-7-81

के द्वारा सेवानिवृत्त कर दिया गया तथा पेंशन लाभ नहीं दिया गया जिसका कोई कारण नहीं बतलाया गया। आगे अभिकथित किया गया है कि सन् 1993 में प्रार्थी यूनिनयन द्वारा औद्योगिक विवाद उठाने पर अप्रार्थी प्रबन्धक द्वारा कहा गया कि सेवाभिलेख में जन्मतिथि सही नहीं लिखायी गयी जो आरोप पूर्णतः असत्य व निराधार है, श्रमिक ने ना तो कोई तथ्य छिपाये, ना कोई असत्य घोषणा की। श्रमिक के सेवा सत्यापन में जो भी काटपीट या फेरबदल किया गया वो अप्रार्थी प्रशासन अनुभाग ही उत्तरदायी है क्योंकि समस्त अभिलेख उन्हीं के अभिरक्षा में रहता है। श्रमिक अप्रार्थी नियोजक के आदेशानुसार सेवा में रहा तथा उन्हीं के आदेशानुसार 18-7-81 को सेवानिवृत्त हुआ। श्रमिक को सेवानिवृत्त किये जाने के लगभग एक वर्ष बाद दिनांक 5-6-82 को श्रमिक के स्थायीकरण आदेश दिनांकित 1-7-79 को निरस्त किया गया, किन्तु इससे पूर्व ना तो श्रमिक को कोई ज्ञापन दिया गया, ना कोई कारण बताओ नोटिस अथवा सुनवाई का अवसर दिया जिस कारण स्थायीकरण आदेश को निरस्त किया जाना अनुचित, अन्यायपूर्ण व विधिविरुद्ध है। आगे अभिकथित किया गया है कि श्रमिक सोहन सिंह को दिनांक 18-7-81 को सेवानिवृत्त किये जाने की तिथि तक भविष्यनिधि का नियोजक का अंशदान भी दिया गया, इस प्रकार श्रमिक द्वारा की गयी सेवा को 18-7-81 तक निसंदेह ही अधिकृत एवं उचित व विधिसम्मत माना गया जो 18-7-81 तक की सेवा निर्विवाद है। यह भी अभिकथित किया गया है कि श्रमिक सोहन सिंह जैसे ही एक अन्य मामले में श्रमिक अली मोहम्मद, पूर्व भारी वाहन चालक को पेंशन एवं अन्य संबंधित लाभ दिये जा चुके हैं, अतः श्रमिक सोहन सिंह को वैधानिक रूप से देय पेंशन से वंचित रखना पूर्णतः अनुचित व विधिविरुद्ध है। अन्त में प्रार्थना की गयी है कि श्रमिक सोहन सिंह जिसने कि 12 वर्ष की सेवा पूर्ण की है, को स्थायी घोषित कर प्रार्थीगण उक्त को लाभ दिये जावें व अप्रार्थी के आदेश दिनांकित 5-6-82 को अप्रभावी घोषित कर अप्रार्थी के ही आदेश दिनांकित 1-1-79 को प्रभावी माना जाकर प्रार्थीगण को पेंशन के लाभ दिलवाये जावें।

5. अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत करते हुए प्रतिवादस्वरूप यह अभिकथित किया गया है कि श्रमिक सोहन सिंह अप्रार्थी संस्थान में जोईन करने से पूर्व भू.पू. सैनिक और मिलिट्री प्राधिकारियों द्वारा जारी किये गये सेवामुक्ति प्रमाण-पत्र के आधार पर उसकी जन्मतिथि 26-4-1919 आंकी गयी थी। श्रमिक सोहन सिंह का वह प्रथम घोषणा-पत्र था किन्तु उक्त तथ्य को श्रमिक सोहन सिंह द्वारा अप्रार्थी संस्थान में दिनांक 26-2-65 को लघु वाहन चालक के रूप में जोईन करते समय जानबूझ कर छुपा लिया गया। श्रमिक ने जानबूझकर गलत जन्मतिथि लिखी थी ताकि वो लम्बे समय तक निरन्तर सेवा में रह सके। श्रमिक ने 24-1-65 के आवेदन पत्र में उसने अपनी आयु 40 वर्ष बताया जिस आधार पर उसकी जन्मतिथि दिनांक 1-1-1924 आंकी गयी। इसके पश्चात् साक्ष्यांकन प्रपत्र में उसने अपनी आयु 28-5-65 को 47 वर्ष दर्शायी थी। इस प्रकार स्वयं मृतक श्रमिक ने आयु के बारे में जानबूझकर विरोधाभासी तथ्य दिये, किन्तु इसके विपरित मिलेट्री प्राधिकारियों द्वारा जारी सेवामुक्ति प्रमाण-पत्र

के आधार पर 18-7-81 को सेवामुक्त कर दिया गया, जबकि श्रमिक 30-4-1977 को सेवामुक्त हो जाना चाहिए था। किन्तु अप्रार्थी विभाग के पास सूचना के अभाव के कारण श्रमिक 18-7-81 तक सेवा में बना रहा, वस्तुतः स्थायीकरण के आदेश जो उसकी जन्मतिथि के संबंध में गलत सूचना प्रस्तुत करने के कारण पारित किये गये, को निरस्त करते हुए मिलेट्री अधिकारियों द्वारा जारी सेवा मुक्ति प्रमाण-पत्र के आधार पर अप्रार्थी द्वारा सही रूप में सेवा करने से रोका गया था। आगे अभिकथित किया गया है कि श्रमिक ने स्थायी होने पर पेंशन तथा अन्य सेवानिवृत्ति लाभों के लिए अपनी वर्तमान सेवा में मिलेट्री सेवा को जोड़ने के लिए आवेदन दिया था तब उसे मिलेट्री सेवा का मुक्ति प्रमाण-पत्र प्रस्तुत करने को कहा गया। अभिलेख अधिकारी से दिनांक 25-6-1981 को प्राप्त उत्तर से प्रकट हुआ कि सही की गयी जन्मतिथि 1-1-1924 पूरी तरह से गलत है। सेना का सेवामुक्ति प्रमाण-पत्र दर्शाता है कि दिनांक 7-5-1952 को सेवासमाप्ति पर श्रमिक सोहन सिंह की आयु 33 वर्ष 11 दिन थी। इस उत्तर के आधार पर उसकी जन्मतिथि 26-4-1919 आंकी गयी। आगे अभिकथित किया गया है कि श्रमिक ने लम्बी अवधि तक सेवा में रहने के लिए प्रारम्भ से ही हेराफेरी के उद्देश्य से जानबूझकर जन्मतिथि गलत भरी थी और वह किसी भी प्रकार से न्यायिक सहायता का पात्र नहीं है। आगे अभिकथित किया गया है कि गलत जन्मतिथि लिखने के कारण मृतक अधिवार्धिता की सामान्य आयु यथा 58 वर्ष की आयु के बाद भी सेवा में बना रहे इसलिए यह निर्णय लिया गया था कि अधिवार्धिता की तिथि से आगे बढ़ाई गयी अवधि को नियमित करने के दौरान वह किसी भी प्रकार के पेंशन लाभों का पात्र नहीं होगा जो केन्द्रीय सिविल सेवाएं (पेंशन) नियमावली, 1972 के विधिक प्रावधानानुसार किया गया था। आगे अभिकथित किया गया कि श्रमिक ने जानबूझकर विभाग को तथ्यों को गलत ढंग से प्रस्तुत कर अपना जन्मतिथि के बारे में गलत सूचना दी थी और इस प्रकार हेराफेरी के उद्देश्य से विभाग को धोखा दिया, अतः उसके स्थायीकरण को विभाग द्वारा भूतलक्षी प्रभाव से निरस्त कर दिया गया तथा उसके अस्थायी कर्मचारी होने के कारण उसे कोई भी पेंशन लाभ नहीं दिया गया। इस प्रकार मृतक श्रमिक के पास विभाग के विरुद्ध दावा करने का उपयुक्त कारणों से पेंशन संस्वीकृत करने का कोई भी मामला नहीं है। आगे अभिकथित किया गया है कि श्रमिक ने अप्रार्थी के यहां जोईन करते समय आयु के बारे में गलत सूचना भरी थी इसलिए मृतक श्रमिक असत्य कथन का सपष्ट रूप से दोषी था, उसके द्वारा घोषणा-पत्र में गलत विवरण प्रस्तुत करने के कारण स्थायीकरण के आदेश 1-7-79 से निरस्त कर दिये गये जो पूरी तरह से प्रकरण के तथ्यों एवं परिस्थितियों के अनुसार पूर्णरूप से न्यायसंगत है। आगे अभिकथित किया गया है कि दिनांक 5-6-82 को आदेश विधिनुसार पारित किया गया है। श्रमिक गलत सूचनाओं के आधार पर भविष्य निधि में अंशदान करने मात्र से पेंशन लाभ का हकदार नहीं हो जाता। श्रमिक को 30-4-77 को सेवानिवृत्त हो जाना चाहिए था, किन्तु असत्य घोषणा व तथ्यों को छुपाने के कारण दिनांक 18-7-81 तक सेवा में रहा। मृतक श्रमिक, अन्य

श्रमिक अली मोहम्मद प्रकरण से समानता नहीं कर सकता क्योंकि वो अलग तथ्यों पर आधारित है। अन्त में अभिकथित किया गया है कि श्रमिक का क्लेम गलत तथ्यों व मिथ्या का होने से अनुतोष का पात्र नहीं है। क्लेम प्रार्थीगण सव्यय निरस्त किया जावे।

6. साक्ष्य में श्रमिक पक्ष की ओर से मृतक श्रमिक के पुत्र प्रार्थी जसवन्त सिंह एवं अप्रार्थी नियोजक पक्ष की ओर से सलीम सवार, सहायक (प्रबन्धक एवं आ.स.) का शपथ-पत्र प्रस्तुत कर परीक्षित करवाया गया है। पक्षकारों की ओर से प्रलेखीय साक्ष्य भी प्रस्तुत की गयी है।

7. दोनों पक्षों के विद्वान प्रतिनिधिगण की बहस सुनी गयी, पत्रावली व अभिलेख पर उपलब्ध साक्ष्य तथा सामग्री का ध्यानपूर्वक परिशीलन किया गया।

8. इस प्रकरण में यह देखना है कि क्या अप्रार्थी नियोजक द्वारा श्रमिक सोहन सिंह (मृतक) को दिनांक 1-1-79 से स्थायी घोषित करने के आदेश को दिनांक 5-6-82 के आदेश द्वारा स्थायी उचित एवं न्यायसंगत है?

9. इस सम्बन्ध में विद्वान प्रतिनिधि श्रमिक का कहना है कि अप्रार्थी नियोजक द्वारा यह निरस्तीकरण आदेश श्रमिक को सुनवाई का अवसर दिये बिना तथा कोई भी कार्यवाही किये बिना, श्रमिक को सेवानिवृत्ति के लगभग 11 माह से भी अधिक समय व्यतीत होने पर जारी किया गया है, जबकि किसी भी श्रमिक के विरुद्ध कोई भी कार्यवाही किये जाने से पूर्व उसे सुना जाना आवश्यक है। अप्रार्थी नियोजक ने प्रार्थी श्रमिक के स्थायीकरण के आदेश दिनांक 1-1-79 को निरस्त करने से पूर्व ना तो उसे कोई कारण बताओ नोटिस दिया, ना कोई उससे स्पष्टीकरण मांगा और ना ही किसी प्रकार की सुनवाई का अवसर दिया, अतः यह आदेश उचित एवं न्यायसंगत नहीं है। विद्वान प्रतिनिधि श्रमिक का यह भी तर्क रहा है कि श्रमिक को आदेश दिनांक 1-1-79 द्वारा स्थायी घोषित कर दिया था तथा सेवानिवृत्ति दिनांक 18-7-81 तक यह आदेश प्रभावी रहा है, अतः श्रमिक समस्त पेंशन लाभ प्राप्त करने का अधिकारी है।

10. अप्रार्थी नियोजक के विद्वान प्रतिनिधि ने इन तर्कों का विरोध करते हुए तर्क दिया है कि प्रार्थी श्रमिक ने अपनी वास्तविक उम्र अप्रार्थी नियोजक के यहाँ नौकरी करते समय नहीं बतायी व दुर्भाग्यपूर्वक जानबूझकर गलत उम्र बताकर नौकरी प्राप्त की ताकि वह अधिक समय तक नौकरी में रह सके। श्रमिक ने दो अलग-अलग स्थान पर अपनी अलग-अलग उम्र बतायी है, यह जानकारी होने पर श्रमिक को सेवानिवृत्त कर दिया गया है और स्थायीकरण का आदेश स्वतः ही प्रभावहीन हो जाता है। चूंकि प्रार्थी श्रमिक ने अपनी गलत उम्र बताकर नौकरी प्राप्त की है, ऐसी स्थिति में अप्रार्थी द्वारा स्थायीकरण का आदेश निरस्त करने से पूर्व श्रमिक को सुनवाई करने व कोई कार्यवाही करने की आवश्यकता नहीं है। अप्रार्थी द्वारा जारी निरस्तीकरण आदेश उचित एवं न्यायसंगत है। विद्वान प्रतिनिधि अप्रार्थी का यह भी तर्क रहा है कि श्रमिक ने गलत

तथ्य बताकर नौकरी प्राप्त की है अतः किसी पेंशन लाभ का अधिकारी नहीं है।

11. दोनों पक्षों द्वारा प्रस्तुत तर्कों पर मनन किया गया।

12. श्रमिक सोहन सिंह (मृतक) के पुत्र प्रार्थी जसवन्त सिंह ने अपने शपथ-पत्र में, क्लेम में, वर्णित तथ्यों को दोहराया है तथा प्रतिपरीक्षण में अपने पिता की जन्मपत्री, प्रमाण-पत्र व स्कूल सम्बन्धी कोई प्रलेख नहीं होना व यह पता नहीं होना कि पिता द्वारा आर्मी में या प्रतिपक्षी के यहाँ जो अपनी आयु होना लिखा है वो सही लिखा है या गलत लिखा है, कथन किया है। प्रार्थी गवाह का आगे कहना है कि यह सही है कि डिस्चार्ज सर्टिफिकेट में उनकी उम्र 33 वर्ष 11 माह अंकित है। मैं नहीं कह सकता कि प्रार्थी के रेकार्डनुसार वो 30 अप्रैल, 77 में पूरी सेवा कर रिटायर हो जाते। प्रतिपरीक्षण में गवाह का आगे कथन है कि "मुझे यह भी पता नहीं कि मेरे पिता द्वारा प्रतिपक्षी के यहाँ नौकरी प्रारम्भ करते समय अपनी सेना की सेवा का डिस्चार्ज सर्टिफिकेट पेश न करते हुए अपनी उम्र गलत दर्शायी हो। मैं पढ़ा लिखा नहीं हूँ इसलिए नहीं कह सकता कि प्रदर्श एम. डिस्चार्ज सर्टिफिकेट आर्मी का है या नहीं। मैं नहीं कह सकता कि मेरे पिता द्वारा प्रतिपक्षी के यहाँ जो सेवा की गयी थी उस सेवा में वे सेना की सेवा को भी शामिल कराना चाहते थे इसलिए उनके द्वारा सेवा जुड़वाने हेतु उक्त आर्मी का डिस्चार्ज सर्टिफिकेट प्रदर्श एम. दिनांक 26-5-81 को प्रतिपक्षी के यहाँ प्रस्तुत किया गया हो। यह कहना गलत है कि अधिक लाभ पाने के लिए उनके द्वारा अपनी आयु गलत अंकित करायी हो।"

13. अप्रार्थी नियोजक की ओर से गवाह सलीम सवार के बयान कराये गये हैं। गवाह का शपथ-पत्र में कथन है कि स्वर्गीय सोहन सिंह ने अपने आवेदन पत्र दिनांक 24-1-1965 में अपनी आयु 40 वर्ष बतायी थी और उसके आधार पर उनकी जन्मतिथि 1-1-1924 आंकी गयी थी। उसके बाद साक्ष्यांकन प्रपत्र में अपनी आयु 28-5-65 को 47 वर्ष दर्शायी थी। इस प्रकार सोहन सिंह ने विरोधाभासी तथ्य प्रस्तुत किये। आगे गवाह का कथन है कि मृतक सोहन सिंह की आयु सेना द्वारा मिलेट्री की सेवामुक्ति प्रमाण-पत्र के आधार पर दिनांक 7-5-1952 को 33 वर्ष 11 दिन थी, उपरोक्त आधार पर आयु 26-4-1919 आंकी गयी। आगे कथन किया है कि मृतक सोहन सिंह ने लम्बी अवधि तक अप्रार्थी की सेवाओं में बने रहने के उद्देश्य से दुर्भाग्यवश जानबूझकर अपनी गलत आयु दर्शायी थी। प्रबन्धक द्वारा जो भी आदेश जारी कर उसकी अधिवाषिता की विशिष्ट तिथि से अवगत करवाया गया था वह मृतक द्वारा अपनी जन्म सम्बन्धी गलत सूचनाओं के आधार पर पारित किये गये थे। मृतक सोहन सिंह गलत जन्मतिथि लिखने के कारण अधिवाषिता की सामान्य आयु 58 वर्ष के बाद भी सेवाओं में बने रहे, इसलिए यह निर्णय लिया गया कि अधिवाषिता की तिथि से आगे बढ़ाई सेवाओं को नियमित करने के दौरान वह किसी भी प्रकार के पेंशन लाभों के पात्र नहीं होंगे, जोकि केन्द्रीय सिविल सेवाएं (पेंशन) नियम, 1972 में निहित प्रावधानों के अनुकूल किया गया था। मृतक सोहन सिंह को अप्रार्थी के पत्रांक दिनांक 17-6-83 (अनुलग्नक-2) द्वारा भी यह सूचित कर दिया गया

था कि उसके स्थायीकरण का आदेश दिनांक 5-6-1982 को निरस्त कर दिया जा चुका है और उन्हें पेंशन पाने का अधिकार नहीं है।

14. यह तथ्य सही है कि श्रमिक सोहन सिंह के दिनांक 28-5-65 के साक्ष्यांकन प्रपत्र (अनुलग्नक-1) में अपनी आयु कॉलम सं. 7 में 47 वर्ष दर्शायी गयी है। अप्रार्थी गवाह ने अपने शपथ-पत्र में श्रमिक द्वारा प्रस्तुत आवेदन-पत्र दिनांक 24-1-65 में अपनी आयु 40 वर्ष बताना व उसके आधार पर उसकी जन्मतिथि 1-1-1924 आंकना वर्णित किया है, किन्तु गवाह ने प्रतिपरीक्षण में आवेदन-पत्र न्यायालय में प्रस्तुत नहीं करना कहा है। यदि यह मान भी लिया जावे कि इस प्रकार का कोई आवेदन/प्रार्थना-पत्र श्रमिक द्वारा उक्त आयु वर्णित करते हुए पेश किया गया है और उसमें उसकी आयु 40 वर्ष दर्शायी गयी है और उसके कुछ ही माह बाद दिनांक 28-5-65 को प्रस्तुत साक्ष्यांकन प्रपत्र में आयु 47 वर्ष दर्शायी गयी है तो ऐसी स्थिति में यह आवश्यक है कि तत्काल ही यह देखा जावे कि दोनों में से कौनसा तथ्य सही है। यहां यह उल्लेखित करना अत्यावश्यक है कि अप्रार्थी जोकि एक अत्यन्त महत्वपूर्ण संस्थान है, उसके द्वारा किसी भी कर्मचारी को नियुक्ति देने से पूर्व उसके द्वारा प्रस्तुत तथ्यों की व प्रार्थना-पत्रों की जांच एवं पुष्टि नहीं की गयी और जन्मतिथि के सम्बन्ध में कोई प्रमाण-पत्र अथवा दस्तावेज नहीं लिये गये और विशेष तौर से ऐसी स्थिति में जबकि श्रमिक द्वारा दो अलग-अलग आयु इतने छोटे अन्तराल में बतायी गयी हो, किसी भी कर्मचारी को नव नियुक्ति देते समय उसका उम्र सम्बन्धी सत्यापन अत्यन्त महत्वपूर्ण होता है।

15. अप्रार्थी गवाह द्वारा बताये गये उक्त साक्ष्यांकन प्रपत्र Attestation Form (अनुलग्नक-1) का अवलोकन करें तो इसके पृष्ठ सं. 2 के कॉलम सं. 7 के उप-कॉलम(ए) में Date of Birth का कॉलम भी खाली है। इसी प्रकार उप-कॉलम (सी) में Age of Matriculation का कॉलम भी खाली है। इस प्रपत्र के कॉलम सं. 11 में ही श्रमिक द्वारा पूर्व में की गयी सेना की नौकरी का विवरण भी अंकित है, किन्तु इस सबके बावजूद भी कोई जन्मतिथि सम्बन्धी विवरण अथवा प्रमाण अप्रार्थी नियोजक द्वारा नहीं मांगा गया ताकि उस समय ही श्रमिक की सही जन्मतिथि की जानकारी हो सके। अप्रार्थी गवाह सलीम सवार ने अपने प्रतिपरीक्षण में कहा है कि प्रदर्श एम. 1 में सोहन सिंह द्वारा अपनी आयु 47 वर्ष लिखी हुई है। हमारे द्वारा उसकी वास्तविक जन्मतिथि के सन्दर्भ में उससे कोई सूचना नहीं चाही गयी। गवाह ने प्रतिपरीक्षण में स्पष्ट तौर पर कहा है कि यह सही है कि हमारे यहां नियुक्ति के समय आयु के सम्बन्ध में भी पूछा जाता है जो आवेदन-पत्र में पूछा जाता है। आवेदन-पत्र की प्रति हमारे द्वारा न्यायालय में प्रस्तुत नहीं की गयी है, आज मैं साथ भी लेकर नहीं आया। मेरे द्वारा शपथ-पत्र के पद सं. 3 में जो आयु सम्बन्धी अभिकथन दिये गये हैं, आवेदन-पत्र के आधार पर ही किये गये हैं। गवाह ने शपथ-पत्र में यह भी कथन किया है कि मृतक सोहन सिंह को वायु सेना द्वारा जारी मिलेट्री के सेवामुक्ति प्रमाण-पत्र के आधार पर दिनांक 7-5-1952 को 33 वर्ष 11 दिन थी। इसके आधार पर सोहन सिंह की आयु 26-4-1919 आंकी गयी। इस सम्बन्ध में गवाह का प्रतिपरीक्षण में यह कहना है कि जब सोहन सिंह

द्वारा मिलेट्री की सर्विस को हमारे विभाग की सर्विस के लिए जोड़े जाने की प्रार्थना की तब सोहन सिंह से मिलेट्री सर्विस के कागजात की मांग की गयी जो प्रस्तुत होने पर उन कागजात में सोहन सिंह की आयु अंकित होने पर सोहन सिंह की वास्तविक आयु का पता पड़ा। गवाह ने आगे कहा है कि हमने मिलेट्री वालों से सोहन सिंह की आयु के सन्दर्भ में पत्र लिखकर जानकारी नहीं चाही, मिलेट्री के डिस्चार्ज प्रमाण-पत्र में सोहन सिंह की आयु दर्ज थी। प्रथम तो कहीं भी यह नहीं बताया गया है कि सोहन सिंह ने सेना की नौकरी जुड़वाने की प्रार्थना-पत्र कब पेश किया, ना ही उसकी कोई प्रति पेश की। गवाह ने इस सम्बन्ध में प्रतिपरीक्षण में स्पष्ट कहा है कि हमारे द्वारा सोहन सिंह द्वारा प्रस्तुत मिलेट्री सर्विस जुड़वाने का प्रार्थना-पत्र पत्रावली पर प्रस्तुत नहीं किया गया है।

16. जैसा कि ऊपर वर्णित दिया गया है कि श्रमिक द्वारा थोड़े से अन्तराल में दो स्थानों पर बतायी गयी अलग-अलग आयु के बावजूद भी अप्रार्थी द्वारा आयु सम्बन्धी कोई प्रमाण-पत्र नहीं लिया गया व ना ही सत्यापन किया गया और श्रमिक के साक्ष्यांकन प्रपत्र दिनांक 28-5-65 में प्रार्थी श्रमिक ने अपनी आयु 47 वर्ष बतायी है जिसके आधार पर उसकी सेवानिवृत्ति तिथि 28-5-76 होनी चाहिए और उस समय ही उसे सेवानिवृत्ति कर दिया जाना चाहिए, किन्तु ऐसा नहीं किया गया। अप्रार्थी नियोजक द्वारा प्रस्तुत जवाब में सेना सेवा सम्बन्धी अभिलेख की जानकारी 25-6-81 को होना बताया गया है, जबकि उपरोक्तानुसार श्रमिक द्वारा प्रस्तुत साक्ष्यांकन प्रपत्र में वर्णित आयु के अनुसार श्रमिक को इससे पूर्व ही सेवानिवृत्त कर दिया जाना चाहिए था, किन्तु ऐसा नहीं किया गया। इन सब तथ्यों से यह सपष्ट होता है कि श्रमिक ने जानबूझकर बदनियती से कोई कार्य नहीं किया वरन् स्वयं अप्रार्थी विभाग द्वारा सही जानकारी प्राप्त करने का प्रयास नहीं किया गया।

17. प्रार्थी श्रमिक को अप्रार्थी द्वारा स्थायी घोषित किये जाने के आदेश दिनांकित 1-1-79 को अप्रार्थी के आदेश दिनांक 5-6-82 के द्वारा निरस्त किया गया जोकि उसकी सेवानिवृत्त दिनांक 18-7-81 के लगभग 11 माह से भी अधिक समय पश्चात् किया गया है और इसके लिए श्रमिक को कोई सूचना नहीं दी गयी। यहां तक कि सेवानिवृत्त दो समय तक भी इस आदेश के सम्बन्ध में कोई कार्यवाही नहीं की गयी तथा सेवानिवृत्त के इतने लम्बे समय पश्चात् श्रमिक को सुने बिना व उसे कोई अवसर दिये बिना आदेश निरस्त कर दिया गया जोकि न्याय के नैसर्गिक सिद्धांतों के विपरीत है। उक्त विवेचन से यह निष्कर्ष निकाला जाता है कि अप्रार्थी नियोजक द्वारा श्रमिक को स्थायी घोषित करने के आदेश दिनांक 1-1-79 को आदेश दिनांक 5-6-82 के द्वारा निरस्त करना उचित एवं न्यायसंगत नहीं है।

18. इसी निर्देश (रेफ्रेंस) का एक भाग श्रमिक को 12 वर्षों तक अप्रार्थी द्वारा स्थायी घोषित नहीं करने के सम्बन्ध में भी रहा है, किन्तु इस बाबत दोनों ही पक्ष मौन है व किसी प्रकार का विवाद अपने द्वारा प्रस्तुत अभिकथनों में नहीं उठाया है व कोई साक्ष्य भी पेश नहीं किया है। श्रमिक को दिनांक 1-1-79 के आदेश द्वारा स्थायी घोषित कर दिया गया है, अतः अब यह बिन्दु प्रभावहीन हो जाता है।

19. अब यह देखना है कि क्या श्रमिक सोहन सिंह को अप्रार्थी नियोजक द्वारा पेंशन लाभ नहीं देने की कार्यवाही उचित एवं न्यायसंगत है ?

20. इस सम्बन्ध में प्रार्थी जसवन्त सिंह (मृतक श्रमिक पुत्र) ने शपथ-पत्र में कथन किया है कि प्रतिपक्षी ने पत्र दिनांक 27-2-80 के द्वारा 31-12-81 से मेरे पिता को पेंशन सहित सेवा से रिलीव किया जाना निश्चित किया जिसकी जैरोक्स प्रति प्रदर्श डब्ल्यू. 1 है। मेरे पिता को पत्र दिनांक 18-7-81 के द्वारा सेवा से रिटायर कर दिया जिसकी जैरोक्स प्रति प्रदर्श डब्ल्यू. 2 है। प्रतिपक्षी से मेरे पिता द्वारा बार-बार मांग करने पर भी उन्हें पेंशन सम्बन्धित लाभ व पेंशन नहीं दी गयी, इसका कोई कारण नहीं बताया गया, इस सम्बन्ध में प्रतिपक्षी व उच्चाधिकारियों को पत्र भेजे थे जोकि प्रदर्श डब्ल्यू. 3 लगा.8 है। इनमें से प्रतिपक्षी ने एक पत्र का उत्तर दिया जिसकी प्रति प्रदर्श डब्ल्यू. 9 है जिसमें मेरे पिता को पेंशन भुगतान करना बताया, परन्तु उन्होंने मेरे पिता को पेंशन का भुगतान कभी नहीं किया। सेवानिवृत्त की दिनांक 18-7-81 को मेरे पिता स्थाई कर्मचारी थे। मेरे पिता सोहन सिंह को दिनांक 18-7-81 को सेवानिवृत्त किये जाने की तिथि तक का भविष्य निधि का नियोजक का अंशदान भी भुगतान कर दिया गया। इस प्रकार मेरे पिता की सेवायें दिनांक 18-7-81 तक अधिकृत मानी गयी। मेरे पिता सोहन सिंह जैसे ही एक अन्य मामले में श्रमिक अली मौहम्मद उर्फ (अलीबाबा) पूर्व भारी वाहन चालक को पेंशन एवं अन्य सम्बन्धित लाभ दिये जा चुके हैं।

21. अप्रार्थी गवाह सलीम सवार ने इस सम्बन्ध में अपने साथ-पत्र में यह वर्णित किया है कि मृतक सोहन सिंह गलत जन्मतिथि लिखने के कारण अधिवार्षिता को सामान्य आयु 58 वर्ष के बाद भी सेवाओं में बने रहे, इसलिए यह निर्णय लिया गया कि अधिवार्षिता की तिथि से आगे बढ़ाई सेवाओं को नियमित करने के दौरान वह किसी भी प्रकार से पेंशन लाभों के पात्र नहीं होंगे। जन्म संबंधी सूचनाओं पर आधारित स्थायीकरण को निरस्त कर उन्हें 18-7-81 को अप्रार्थी के आदेश से रिटायर किया जाना वर्तमान परिस्थितियों में पूर्णतया न्यायसंगत है।

22. यहाँ यह अंकित किया गया कि स्थायीकरण को निरस्त कर उन्हें 18-7-81 को अप्रार्थी के आदेश से रिटायर किया जाना वर्तमान परिस्थितियों में पूर्णतया न्यायसंगत है, किन्तु 18-7-81 रिटायरमेंट तिथि तक उक्त स्थायीकरण के आदेश को निरस्त नहीं किया गया, वरन् सेवानिवृत्त तिथि के पश्चात् दिनांक 5-6-82 को स्थायीकरण का आदेश दिनांकित 1-1-79 निरस्त किया गया। इस प्रकार यह तथ्य स्पष्ट है कि सेवानिवृत्ति की तिथि तक श्रमिक को स्थायी किये जाने का आदेश दिनांक 1-1-79 विद्यमान था और उक्त तिथि तक श्रमिक स्थायी कर्मचारी था। अप्रार्थी ने श्रमिक को उसे पेंशन लाभ दिये जाने के सम्बन्ध में प्रार्थी के पत्र प्रतिउत्तर में पत्र दिनांक 31-8-83 (अनुलग्नक-3) में यह वर्णित किया है कि :

"I am to state that as you were not a permanent employee on the date of your retirement, you are entitled only to benefits under the Contributory Provident Fund Scheme."

23. अप्रार्थी के पत्रांक आरएपीपी/04627/2(515)80/एस/एडमन/674 श्रमिक सोहन सिंह के नो डिमाण्ड सर्टिफिकेट जोकि 31-12-81 को रिटायर होने वाला है, के सम्बन्ध में है तथा पत्रांक 678 दिनांकित 27-2-80 (प्रदर्श डब्ल्यू. 2 (कंपनी नियमों के तहत चाहे गये दस्तावेजात के सम्बन्ध में है तथा सेवानिवृत्ति आदेशांक 27 दिनांकित 18-7-81 में यह अंकित है "Shri Sohan Singh, Heavy Vehicle Driver, C.T. Pool Section hereby retired from Government Service with effect from the afternoon July 18, 1981".

24. इस प्रकार उक्त दस्तावेजात के अवलोकन से स्पष्ट है कि प्रार्थी श्रमिक के सेवानिवृत्ति आदेश तक में प्रार्थी श्रमिक के विपरीत कोई तथ्य अंकित नहीं है, अर्थात् प्रार्थी श्रमिक को सेवानिवृत्ति के पश्चात् प्राप्त होने वाले किसी भी तरह के पेंशन लाभ से वंचित नहीं किया गया है।

25. अप्रार्थी द्वारा श्रमिक को दिये गये पत्र दिनांकित 31-8-83 (अनुलग्नक-3) में श्रमिक को पेंशन नहीं मिलने के कारण उसकी सेवानिवृत्ति की दिनांक को स्थायी नहीं होना अंकित किया गया है, जबकि उक्त सेवानिवृत्ति आदेश दिनांकित 18-7-81 को श्रमिक स्थायी था। श्रमिक को अप्रार्थी के आदेश दिनांक 1-1-79 द्वारा स्थायी घोषित किया गया था और सेवानिवृत्ति तिथि तक कोई विपरीत आदेश नहीं था। इस प्रकार यह तथ्य स्पष्ट है कि श्रमिक सोहन सिंह (मृतक) सेवानिवृत्ति की तिथि 18-7-81 को स्थायी था तथा उसके बाद 5-6-82 के आदेश द्वारा उक्त स्थायीकरण आदेश को निरस्त किया गया था। दिनांक 1-1-79 के स्थायीकरण आदेश को श्रमिक सोहन सिंह के सेवानिवृत्ति आदेश दिनांकित 18-7-81 तक किसी भी प्रकार से निरस्त नहीं किया गया और ना ही श्रमिक को तब तक यह आदेश निरस्त करने बाबत कोई नोटिस ही दिया तथा न्याय के नैसर्गिक सिद्धांतों की अवहेलना करते हुए सेवानिवृत्ति के लगभग 11 माह पश्चात् दिनांक 5-6-82 के आदेश द्वारा उक्त स्थायीकरण आदेश निरस्त किया गया और उससे पूर्व प्रार्थी श्रमिक को ना तो सुना गया एवं ना ही अपना पक्ष प्रस्तुत करने का कोई अवसर दिया। अप्रार्थी के उक्त पत्र दिनांकित 31-8-83 (अनुलग्नक-3) में यह अंकित किया गया है कि सेवानिवृत्ति के दिन श्रमिक स्थायी नहीं था इसलिए पेंशन लाभ नहीं दिया गया। इसी प्रकार के तथ्यों की लिखा-पढ़ी पत्रांक 340 दिनांक 17-6-83 (अनुलग्नक-2) में की गयी है। इस प्रकार श्रमिक सेवानिवृत्ति की तिथि तक स्थायी था और अप्रार्थी के स्थायीकरण का आदेश दिनांक 1-1-79 प्रभावित था। अतः श्रमिक सोहन सिंह (मृतक) को नियमानुसार पेंशन लाभ नहीं देने की कार्यवाही उचित एवं न्यायसंगत नहीं है और वह नियमानुसार पेंशन लाभ प्राप्त करने का अधिकारी रहता है।

26. निष्कर्षतः अप्रार्थी नियोजक द्वारा प्रार्थी श्रमिक (मृतक) सोहन सिंह को दिनांक 1-1-79 से स्थायी घोषित किये जाने के आदेश को आदेश दिनांकित 5-6-82 के द्वारा निरस्त किये जाने की कार्यवाही तथा पेंशन लाभ न दिये जाने की कार्यवाही उचित एवं न्यायसंगत नहीं है। चूँकि श्रमिक सोहन सिंह (मृतक) को 18-7-81 से सेवानिवृत्त किया गया है, अतः वो नियमानुसार अप्रार्थी नियोजक से पेंशन लाभ प्राप्त करने का अधिकारी है। चूँकि अभिलेख पर श्रमिक

सोहन सिंह की मृत्यु उपरान्त पूर्व पारित विधिक आदेशानुसार उसके पुत्रगण जसवन्तसिंह व भगवन्तसिंह प्रार्थीगण के रूप में सुस्थापित हैं, अतः वो मृतक श्रमिक सोहन सिंह को अप्रार्थी नियोजक से नियमानुसार मिलने वाले पेंशन लाभ को प्राप्त करने के अधिकारी घोषित किये जाते हैं।

परिणामतः भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश/विवाद को इस प्रकार अधिनिर्णित कर उत्तरित किया जाता है कि अप्रार्थी नियोजक मुख्य अधीक्षक, राजस्थान परमाणु बिजलीघर अनुश्रवित वाया कोटा द्वारा मृतक श्रमिक सोहन सिंह को दिनांक 1-1-79 से स्थायी घोषित किये जाने के आदेश को दिनांकित 5-6-82 के द्वारा निरस्त किये जाने की कार्यवाही तथा पेंशन लाभ न दिये जाने की कार्यवाही उचित एवं न्यायसंगत नहीं है। चूंकि श्रमिक सोहन सिंह (मृतक) को 18-7-81 से सेवानिवृत्त किया गया है, अतः वो नियमानुसार अप्रार्थी नियोजक से पेंशन लाभ प्राप्त करने का अधि-कारी है। चूंकि अभिलेख पर श्रमिक सोहन सिंह की मृत्यु उपरान्त पूर्व पारित विधिक आदेशानुसार उसके पुत्रगण जसवन्त सिंह व भगवन्तसिंह प्रार्थीगण के रूप में सुस्थापित हैं, अतः वो मृतक सोहन सिंह को अप्रार्थी नियोजक से नियमानुसार मिलने वाले पेंशन लाभ को प्राप्त करने के अधिकारी हैं।

अनुराधा शर्मा, न्यायाधीश

नई दिल्ली, 25 मार्च, 2010

का. आ. 1016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या 40/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-3-2010 को प्राप्त हुआ था।

[सं. एल-30011/31/2003-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 25th March, 2010

S. O. 1016.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.40/2003) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 25-3-2010.

[No. L-30011/31/2003-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD, Presiding Officer

Reference No. CGIT-2/40 OF 2003

Employers in Relation to the Management of Bharat
Petroleum Corporation Limited

The Deputy General Manager,
Bharat Petroleum Corporation Limited,
Bharat Bhawan, 4 & 6,
Currimbhoy Road, Ballard Estate,
Mumbai-40001

... First Party

AND

Their Workman

The General Secretary,

Bharat Kamgar Karamchari Mahasangh,

5, Navalkar Lane, 1st floor;

Prathana Samaj, Girgaon,

Mumbai-400004

... Second Party

APPEARANCE

For The Employer : Mr. R. S. Pai, Advocate

For The Workman : Mr. J. H. Sawant, Advocate

Date of Passing the Award : 12-2-2010

AWARD

1. The reference is sent to this Tribunal by the Under Secretary of Central Government, The Government of India, Ministry of Labour by its Order No. L-30011/31/2003- (IR-M) dated 29th July, 2003 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 to decide :

“Whether the action of the management of Bharat Petroleum Corporation Ltd., Marketing Division, Mumbai in terminating the services of Shri G. S. Kelshsakar, is justified? If not, to what relief the concerned is entitled?

2. Statement of Claim is filed by the 2nd Party concerned Workman at Exhibit 11. Said was replied by the 1st Party by filing Written Statement at Exhibit 14.

4. Meanwhile both by Exhibit 19 and 20 requested to dispose off the Reference. Hence, the order:

ORDER

In view of the Exhibits 19 and 20 Reference is
disposed off in Lok Adalat.

Bombay, 12-2-2010

A. A. LAD, Presiding Officer

PROCEEDINGS OF THE LOK ADALAT HELD ON
12TH FEBRUARY, 2010

PRESENT

1. Mr. M. B. Anchan, Advocate.
2. Mr. M. E. Shikhe, Representative.
3. Ms. Praja Kulkarni, Advocate.

Reference No. CGIT-2/40 of 03

B.P.C.L.

Vs.

Bhartiya Kamgar Karamchari Mahasangh

For the Management : Mr. R. S. Pai, Advocate

For the Union : Mr. J. H. Sawant, Advocate.

Mr. Jai Prakash Sawant for the Union on files the application for withdrawal of the above reference. Application taken on record and marked Ex. 20. The reference is sent the Award to the Learned Tribunal.

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

Ref. No. CGIT. 2/40 of 2003

State Petroleum Corporation Limited First Party

VS

Their Workman ... Second Party

Application for disposal of the Reference for
want of Prosecution

MAY IT PLEASE YOUR HONOUR

As there are no institutions from the workman either to the Union as to the advocate and as the First Party has given undertaking to pay all dues to the workman, it is prayed that the Reference may kindly be disposed off for want of prosecution.

Mumbai, Dated : 12-2-2010.

JAI PRAKASH SAWANT, Adv.

for Second Party

R. S. PAI, Advocate
for the Corporation

नई दिल्ली, 25 मार्च, 2010

का.आ. 1017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इण्डियन इश्युस कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध नियोजकों से नए कर्मचारियों के संबंध में निर्दिष्ट औद्योगिक विवाद में के.एस. सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचद (संदर्भ संख्या 65/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-3-2010 को प्रकाशित था।

[सं. ल-17012/34/2008-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 25th March, 2010

S.O. 1017.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2008) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New India Insurance Co. Ltd. and their workman, which was received by the Central Government on 25-03-2010.

[No. L-17012/34/2008-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE SRI RAM PARKASH, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR-COURT, KANPUR.**

Industrial Dispute No. 65 of 2008

BETWEEN

Sri Amar Singh S/o of Late Gaiinda Lal Valmiki,

House No. 37/218, Nagia Padi,

Agra

And

The Divisional Manager,

The New India Insurance Co. Ltd.

Block No. 40, Sanjay Place, Sky Tower,

Agra.

AWARD

1. Central Government MOL, New Delhi vide notification no. L-17012/34/2008-IR(M) dated 26-8-2008 has referred the following dispute to this tribunal for adjudication.
2. Whether the action of the management i.e. Chairman-cum-Managing Director, The New India Assurance Co. Ltd., Mumbai & Divisional Manager, the New India Assurance Co. Ltd., Agra in not regularizing the services of Sri Amar Singh Part Time Sweeper and at the same time terminating his services with effect from 14-5-2007 is just fair and legal? What relief the workman concerned is entitled to?
3. Brief facts are that Central Government has sent the aforesaid reference for decision according to law, but after issuing of notices to both the parties since 4-9-08 and whereas opposite party has put in his appearance on the next date i.e. 13-10-08 and continuously appearing in the case, but the claimant did not appear and filed any claim statement. In the absence of the claim

statement opposite party has not filed the written statement, but in the arguments he stated that the action of the management is justified and legal. Therefore in the given circumstances it is not possible to decide the relief in favour of the claimant; hence claim is decided against the claimant and in favour of the opposite party.

Date. 16-03-2010 RAM PARKASH, Presiding Officer

नई दिल्ली, 26 मार्च, 2010

का.आ. 1018.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.पी.स्टेट माइनिंग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 58/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-29012/95/94-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 26th March, 2010

S.O. 1018.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.58/95) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M. P. State Mining Corporation and their workman, which was received by the Central Government on 26-03-2010.

[No. L-29012/95/94-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT /LC/R/58/95

Presiding Officer: Shri Mohd. Shakir Hasan

Secretary,
Chhattisgarh Mines Shramik Sangh,
Branch Baradwar,
Baradwar,
Distt. Bilaspur (MP)

... Workman/Union

VERSUS

Assistant General Manager (Mines),
M. P. State Mining Corporation,
Branch Baradwar,
Distt. Bilaspur (M.P.) ... Management

AWARD

Passed on this 2nd March, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-29012/95/94-IR (Vividh) dated 20-3-95 has referred the following dispute for adjudication by this tribunal:—

1. "Whether the demand of Chhattisgarh Mines Shramik Sangh for 25% increase in the wages of transport contract workers (Piece Rated) w.e.f. 1-4-92 at par with the 25% rise in the wages of piece rated workers of Dumarpara Dolomite Mines as per settlement dated 15-6-93 and payment of differential wages to the transport contract workers (Piece Rated) directly by M. P. State Mining Corporation Ltd. from 1-4-92 to 31-3-94 is justified? If so, to what relief the workmen are entitled?"

2. "Whether the demand of Chhattisgarh Mines Shramik Sangh for payment of DA @ Rs. 4.04 paise per day to the transport contract workers (PR) w.e.f. 1-4-91 at par with piece rated workers of Dumarpara Dolomite Mine of M.P. State Mining Corporation Ltd., Baraduar, as per the settlement dated 9-11-91 directly by M.P. State Mining Corporation Ltd., Baraduar, is justified? If so, to what relief the workmen are entitled?"

2. The case of the Union in short is that a tripartite settlement took place on 15-6-1993 under the chairmanship of Asstt. Labour Commissioner (Central), Bhopal, M.P. from the non-applicant management and the Union for 25% increase in the wages of the piece rated workers w.e.f. 1-4-92 and to pay the arrears to the said workers by May, 1994. The mines transport contract labours are also within the purview of piece rated workers. They were also entitled to get 25% increase rate of wages w.e.f. 1-4-1992 and its arrears. It is stated that the non-applicant management accepted the said demand of the mines transport contract labours (piece rated) vide Letter No. A.G.M./M/3621, 3622 dated 12-2-1994 and recommended to M. P. State Mining Corporation Ltd., for increasing the wages @ 25% to the Mines Transport contract labour. It is stated that the decision was taken to increase the alleged rate of wages but the same was not paid to the workers. The further case is that another tripartite settlement was done on 10-1-92 for payment of special DA @ Rs. 4.04 per day w.e.f. 1-4-1991 but the same was not paid to Transport Labours (piece rated). It is submitted that the reference be answered in favour of the Union.

3. The management appears to have not filed any Written Statement in the case in spite of appearing in the case.

4. On perusal of the record, it appears that subsequently the Union became absent. The then Tribunal proceeded the proceeding ex-parte against the Union on 12-7-05.

5. The burden is on the Union to prove the case. As such it is clear that in absence of any evidence of the Union, the Union has failed to establish that Transport

contract labour (piece rated) were entitled to get increase rate of wages w.e.f. 1-4-92. This is a case of no evidence. The learned counsel for the management submits that the burden was on the Union and when the Union has failed to discharge his burden, the management has no need to proceed with the reference. Accordingly the reference is answered against the Union.

6. In the result, no dispute award is passed without any order to costs.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 26 मार्च, 2010

का.आ. 1019.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या 18/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-3-2010 को प्राप्त हुआ था।

[सं. एल-30011/85/2001-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 26th March, 2010

S.O. 1019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2002) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corp. Ltd., and their workman, which was received by the Central Government on 26-3-2010.

[No. L-30011/85/2001-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. LAD, Presiding Officer

Reference No. CGIT-2/18 of 2002

Employers in relation to the Management of
Hindustan Petroleum Corporation Ltd.

The General Manager (P & A),

Mumbai Refinery,

P. O. Box No. 18820,

B. D. Patil Marg, Mahul,

Mumbai-400008

...First Party

V/s.

Their Workmen

The General Secretary,

Petroleum Employees' Union,

Tel-Rasayan Bhavan, Tilak Road,

Dadar, Mumbai-400014Second Party

APPEARANCE

For the Employer : S/Shri M. M. Verma, B. D. Biradar,

P. K. Raveendranathan,

Advocates.

For the Workmen : Mr. Jai Prakash Sawant, Advocate.

Date of reserving the Award: 5-1-2010.

Date of passing the Award : 4-2-2010.

AWARD

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour by its Order No. L-30011/85/2001-IR (M) dated 11-1-2002, dated 6th March, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Hindustan Petroleum Corp. Ltd., Mumbai refinery, Mahul, Mumbai in extending the provisions of work Clothes/Protective Clothing though they are also workman covered under the Factories Act, 1948 justified? If not, what relief the workman are entitled to?"

2. To support the subject matter involved in the reference, the Settlement of claim is filed by the 2nd Party, through its General Secretary at Exhibit 6, stating and contending that, the workmen employed in the clerical category at the floor of the 1st Party which is known as Mumbai Refinery which is run by 1st Party are entitled to uniforms/work clothes. It is case of the Union that, Management has arbitrarily and unlawfully withdrawn the said facility, which had become service condition from 1991. According to Union said decision not providing work cloth/uniform of the 1st Party without intimating and without discussing it with the 2nd Party is illegal. It is case of the Union that, 1st Party cannot withdraw such facility since workmen are entitled to said facility. It is case of the Union that, since the workmen are entitled to get the said facilities, 1st Party be directed to provide work clothes/protective cloths /uniforms to the workmen employed in the clerical category by the Management in the Bombay Refinery.

3. This is disputed by the 1st Party by filing Written Statement at Exhibit 10 stating and contending that, it is true that, initially the clerical category working at Mumbai

Refinery were in receipt of uniforms/ work clothes. According to 1st Party said facility was available till 11-1-1989. Then Settlement took place under Section 18 (1) read with Section 2 (p) of the Industrial Disputes act, 1947. Mr. A.R.Naik , General Secretary of the Union was signatory, on behalf of the Union , on the said settlement where it was agreed for withdrawal of the protective cloths/ uniform facility to the clerical staff working the Mumbai Refinery . According to 1st Party , said benefit of providing protective clothes/uniforms were given up for all the employees as per said settlement and the said benefit was computed in terms of the money as per settlement which took place between the Union and 1st Party and said facility is provided on year to year basis in the form of terms of money to the employees. It is case of the 1st Party that, providing work clothes/uniforms is not service condition or cannot become service condition as alleged by the Union. It is case of the 1st Party that , clerical staff does not come under the category of the workman and that, they are not entitled for work clothes/uniforms. It is case of the 1st Party that, as per Settlement dated 17th march, 1991 which was signed by the Union between the Union and the 1st Party . It is case of 1st Party that, the previous condition of providing uniform/work clothes was modified and as per that all field staff employees working in the maintenance Department , Operations Department , Fire and safety Department , laboratory, Inspection Department and working in similar type who would need such work clothes/ uniform would be given cotton material for protective. It is case of the 1st party that, as per that Settlement which took place on 17-3-1991, 1st Party agreed to provide work clothes/uniforms to the employees working on the sight and withdrawn the supply of Uniforms/work cloth facility to the clerical staff working in the Mumbai Refinery . It is case of the 1st party that, Management has not stopped computation of monetary benefits to the clerical staff which is merged into subsequent benefits given to the clerical staff, therefore, as a right they cannot claim the benefits. So it is submitted that, prayer prayed by the Union be rejected.

4. Rejoinder is filed by the Union at Exhibit 16 on the same lines and contentions as taken in the Claims Statement.

5. In view of the above pleadings Issues were framed as Exhibit 21 which I answer as follows:

ISSUES

FINDINGS

- | | |
|---|-------------------------|
| 1. Is demand of the Second party Union justified? | No |
| 2. Are they entitled for relief as sought? | No |
| 3. What order? |As per Order below |

REASONS:

ISSUES NOS. 1 & 2 :

6. Union made out the case that, members of the Union working in the clerical category on the floor of the 1st Party in the Mumbai Refinery are also entitled for uniform/work clothes. It is case of the Union that , it was a practice and had become service condition. It is case of the Union that, arbitrary 1st Party has stopped providing work clothes/uniforms from 1991 and as such has committed breach and has introduced illegal change which require to be set aside with directions to the 1st Party to provide such Uniforms/work clothes to the workmen working in the clerical category of Mumbai refinery . This is disputed by the 1st Party stating that, earlier settlement which took place between the 1st Party and the 2nd party initially bind 1st Party to provide uniforms/work clothes to the clerical category workmen working of Mumbai Refinery . However, as per Settlement dated 19-3-1991 said facility is withdrawn and as per that, workmen working in the clerical category in Mumbai Refinery of 1st Party , are not entitled now for the said facility. It is case of the 1st Party that, said facility is computed in money in place of Uniforms/work clothes and is merged in monetary benefits and as such it cannot become service condition.

7. To prove that no evidence is led by the Union. However, Management lead evidence by filing affidavit at Exhibit 24 of Narayan Shiva Mane , in lieu of his examination-in-chief who gave same case contending that, the workmen working in clerical category in Mumbai refinery are not entitled for Uniform/work clothes as per settlement dated 17-3-1991 and as such prayer does not have any substance. In the cross he states and submit that, Union cannot seek relief as prayed in the claims statement. On that 1st Party closed its evidence by filing closing purshis at Exhibit 26. Written arguments are filed by 1st Party at Exhibit 27 which are replied by the 2nd Party at Exhibit 28.

8. The case of the 1st Party is that, initially clerical category employees were getting uniforms/work clothes, however, as per settlement dated 17-3-1991 said facility was withdrawn and the workmen working in clerical category in Mumbai Refinery are now not entitled for uniforms/work clothes and said is computed in terms of money and is merged with the monetary benefits. As far as Settlement dated 17-3-1991 is concerned it is not dispute. Nothing is shown by the Union on which basis they are claiming the relief sought of providing work cloth/uniform for the clerical staff working in the Mumbai Refinery? Against that, 1st Party succeeds in proving its case that, as per Settlement dated 17-3-1991 workmen working in clerical category of Mumbai Refinery are not entitled for uniforms/work clothes.

9. Besides looking to the purpose of providing work clothes/uniforms it reveals it is provided as safety measures and is protective one. As far as clerical staff is concerned they are not supposed to come in contact with any machinery or accident or any type of other unavoidable

things which may cause injury on their body as happens in the case of workers working in actual field like workers working in the Mumbai Refinery. The clerical staff is working within the four walls. They are not supposed to work at or near the place where machines are installed or on machines. When clerical staff members are not supposed to work on the site or on the machines and when they are working within four walls as well as under the shelter in my considered view, the meaning of uniform/work clothes does not match with clerical staff.

10. Besides, generally we know in the labour field blue collar and white collar. Even it is distinction from white collar and blue collar is generally a symbol of workmen working on machine and said workman has to work on the site whereas white collar are supposed to work within the four walls under shelter or ceiling. Even while making distinction between the work of blue collar and white collar workmen they are not treated at par or on same line and level. In the labour field blue collar is symbol of workmen working on machines or in the field whereas white collar is symbol of workmen working within the four walls under shelter.

11. When that is the position and when workmen were in the clerical category and it is not shown as to why they are in need of uniforms/work clothes and why they require protective clothes as expected or as require to the workmen working in the field of machines, in my considered view workmen working in clerical category though working in Mumbai Refinery are not entitled for the uniforms/work clothes. Besides if at all they are in need of it, they can give Charter of Demands to the Party on which there will be discussions between 1st Party and Union. Unless and until Union succeeds in showing that, employees working in clerical category working in the Mumbai Refinery are entitled for work clothes/uniforms and when Settlement dated 17-3-1991 is not disputed by the Union, and whereas 1st Party claims that, as per said Settlement providing uniforms/work clothes to the workmen working in the clerical category is withdrawn by 1st Party, in my considered view Union is not entitled for the relief as sought which is subject matter of this reference. When Union did not led any evidence nor put its witnesses in the witness box in support of its case, in my considered view, prayer of the Union does not required to consider. So I answer above issues to that effect and passes the following order:

ORDER

Reference is rejected with no order as to its costs.

A. A. LAD, Presiding Officer

Bombay,
4th February, 2010.

नई दिल्ली, 29 मार्च, 2010

का.आ. 1020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स. बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.1, धनबाद के पंचाट (संदर्भ संख्या 74/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2010 को प्राप्त हुआ था।

[सं. एल-20012/82/92-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/1993) of the Central Government Industrial Tribunal/Labour Court, No. I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 29-03-2010.

[No. L-20012/82/92-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 74 of 1993

Parties : Employers in relation to the Management of Gondudih Colliery of M/s. BCCL

And

Thier workmen

Present : Shri H.M. Singh, Presiding Officer

APPEARANCES

For the Employers: Shri D.K. Verma, Advocate

For the Workmen : None.

State : Jharkhand Industry : Coal

Dated, the 9th March, 2010

AWARD

By Order No. L-20012/(82)/92-IR(Coal-I) dated 22-2-1993 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Gondudih Colliery of M/s. BCCL in not regularising S/Shri Lal Mohan Singh and 12 others (as per annexure) as their departmental employees engaged in canteen and not paying them wages as per NCWA-IV is justified ? If not, to what relief the workmen are entitled?”

ANNEXURE

- | | |
|------------------------|------------------------|
| 1. Lal Mohan Singh | 8. Mukund Singh |
| 2. Anil Kumar Jha | 9. Sobha Nath Singh |
| 3. Bhujanga Singh | 10. Mithilesh Kumar |
| 4. Rup Lal Chouhan | 11. Murli Gope |
| 5. Suresh Prasad | 12. Birendra Singh |
| 6. Prabir Mukherjee | 13. Sunil Kumar Singh. |
| 7. Nawal Kishore Mahto | |

2. Written Statement has been filed on behalf of the workmen stating that Lal Mohan Singh and 12 others have been working in the colliery canteen provided by the management of the colliery since 1976 as required under Mines Rules. The colliery canteen is situated in the colliery premises in the building provided by the management. The management of Gondudih colliery of M/s. BCCL is treating the workmen as contractor's workmen just to hide the real employer-employee relationship between the management and workmen. The workers engaged in such canteen shall be deemed to be the workers of the management of the colliery and as such these workers should be regularised as regular workers of the colliery and paid wages as per wages prescribed under NCWA-IV and should be given other benefits which are given to the regular workers of the colliery. The concerned workers are being deprived of their real status as workers of BCCL and being treated as contractor's workers with a mala fide intention of depriving these workers of real wages and other benefits given to other regular workers.

It has been prayed before this Hon'ble Tribunal to please pass an award in favour of the workmen by directing the management to regularise the concerned workmen and to pay them wages as per NCWA with retrospective effect.

3. Written statement has been filed by the management stating that Gondudih colliery is situated at the interior area and the canteen established in a colliery is required to cater the need of employees of the colliery, including workmen of different categories. The canteen staff are required to serve tea and food stuff to the workmen of the colliery and they are required to wash the utensils, cups, and dishes used by workmen without any reservation and in that process they are treated by the workmen of the colliery in the category of domestic servants. Therefore, it becomes difficult to run the canteen smoothly in some interior area by engaging departmental workers because of nature of jobs required to be performed

by them. The management of Gondudih colliery gave contract for running the canteen to a contractor who selected and recruited the workmen for performing the different types of jobs, including serving the food stuff, tea etc. and cleaning the utensils, cups, dishes etc. It is also necessary to arrange for suitable cooks for preparation of such materials and the contractor is in a position to recruit such persons to cater the needs according to the test of the workers employed in a particular colliery in a particular locality. The contractor is competent enough to arrange for the materials required for preparation of food stuff, tea, snacks etc. and for his own interest he takes the trouble to procure best quality materials from the open market and takes the trouble in preparation of good food stuff with good taste. It has been submitted that the concerned persons being the workmen of the contractor cannot raise any dispute demanding employment under the management or in the form of departmentalising of contractor workers. The concerned workmen are not entitled to any relief.

It has been prayed before this Hon'ble Tribunal to pass an award in favour of the management holding that the action of the management in not regularising the concerned workmen is justified and they are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workmen have produced WW-1 Lal Mohan Singh, one of the concerned workmen, who has proved documents as Exts. W-1 and W-2.

The management has produced MW-1, Rohit Bhattacharjee, in support of their case.

6. Main argument advanced on behalf of the concerned workmen is that they have been working in the canteen of the management at Gondudih colliery and they are working for the benefit of the management. They have put more than 240 days in a calendar year. But they have not been regularised.

In this respect the evidence of WW-1 is very much material, who is manager of the canteen. He has stated that the canteen is situated within the premises and precinct of Gondudih colliery of BCCL. Basuria colliery is just by the side of Gondudih colliery. The workers of both the collieries come to the said canteen and avail benefits of the same. The licence of the said canteen is in the name of manager of Gondudih colliery of M/s. BCCL. All the canteen workers of BCCL have already been regularised excepting the workmen of the present case. The colliery canteen started functioning from 6-2-76 and running from morning to evening. They demand regularisation and payment of wages as per NCWA-IV.

7. The management argued that the canteen is run by Tribhuban Singh, contractor with the help of the family members. In this respect it has been argued that WW-1, Lal Mohan Singh in his cross-examination stated at page 2 that "I do not have any paper with me to show that I am working in the said canteen as Manager. I have also no paper to show that rest of the concerned workmen are working in the said canteen. I do not have any document to show that all the canteen workers of BCCL, barring us, have already been regularised. One Tribhuban Singh is the Contractor of the said canteen. The accounts of the said canteen are being maintained by an Accountant engaged privately. He has been deputed for that purpose by a Contractor. We do not have any receipt to show that the money which is being received is deposited with the colliery management. We all were initially engaged by the Contractor. It is true that the said Contractor, Tribhuban Singh is my father. It is also true that one of the concerned workmen Bhujanga Singh is my uncle. "It only shows that they are family members. There is no document to show that WW-1 is working as Canteen Manager and account is being maintained privately.

8. The counsel of the management has referred 2009 (4) JJLR-44 in which Hon'ble High Court, Jharkhand at Ranchi laid down—"Absorption—Sections 7, 10 and 12 of Contract Labour (Regulation and Abolition) Act, 1970— industrial award directing for absorption of respondent-workmen — cases in which no notification of prohibition has been issued that by itself cannot entitle the workmen for automatic absorption—no finding with regard to nature of contract and as to whether it was a camouflage or sham nor any finding that any prohibition notification was issued U/s 10(1). Merely because workmen have worked continuously for more than 240 days in a calendar year, no right of absorption/regularisation follows—impugned award quashed."

In this regard cases which have been relied on are (1995) 5 SCC 27, (2008) 9 SCC 377, (2002) 4 SCC 609, (2006) SCC 674, (2006) 4 SCC 1, 2006 (2) JJLR (SC) 282, (2007) 1 SCC 533, (2007) 1 SCC 408, (2007) 6 SCC 207, CA 2244/2002.

9. Ext. W-2 is licence issued by Licensing Authority, C.M.A.D.A., Dhanbad under Food Adulteration Rules, 1958 on 4-3-1971 for renewed from 1-4-83 to 31-3-1987 and from 31-3-1988 and this licence was for sweet and tea in Gondudih colliery. This licence was issued by the Manager, Gondudih colliery. It does not contain the name of WW-1. Ext. W-1 is information that there is a canteen in the colliery started from morning to evening and the workmen may take this facilities.

There is no document to prove that they are working in the above canteen for 240 days in a calendar year or more.

In view of the facts and circumstances mentioned above, I hold that the concerned workmen are not entitled to any relief.

10. Accordingly, I render the following award :—

The action of the management of Gondudih Colliery of M/s. BCCL in not regularising S/Shri Lal Mohan Singh and 12 others as their departmental employees engaged in canteen and not paying them wages as per NCWA-IV is justified and hence the concerned workmen are not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का. अ. 1021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं 1, धनबाद के पंचाट (संदर्भ संख्या 47/09) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2010 को प्राप्त हुआ था।

[सं. एल-20012/56/2009-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.47/2009) of the Central Government Industrial Tribunal/Labour Court, No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 29-03-2010.

[No. L-20012/56/2009-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE LOK ADALAT

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of Industrial Disputes Act.

Reference No. 47 of 2009.

Parties : Employers in relation to the management of
P.B. Area of M/s. BCCL. Ltd.

And

Their workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : None

For the Workmen : Shri R. S. Tiwari and

Shri N. G. Arun, RCMS.

State : Jharkhand Industry : Coal

Dated, the 8th March, 2010

AWARD

By Order No. L-20012/(56)/2009-IR(CM-I) dated 10-8-2009 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Pootki Balhari Area of M/s. BCCL in denial to fix proper pay with benefit of wage protection to Smt. Chhota Binoti Orangin, Office Peon is justified and legal? (ii) To what relief is the concerned workman entitled?”

2. The reference was received in this Tribunal on 19-8-2009. Thereafter on 23-12-2009 Sri R. S. Tiwary, President, R. C. M. S., P. B. Area, appearing on behalf of the concerned workman filed a petition duly signed by Smt. Chhota Binoti Orangin, stating therein that the Competent Authority has been pleased to decide to settle the case amicably. In view of such circumstances the case was fixed on 21-1-10 for settling the issue through Lok Adalat.

3. On 21-1-10 though on behalf of the union, R.C.M.S., S/Shri R. S. Tiwary and N. G. Arun were present, none appeared on behalf of the management.

However, in view of the letter dated 11-12-2009 of the management in which it has been decided by the Competent Authority to settle the issue, so there is no dispute the parties.

Accordingly, I pass a 'No Dispute' Award in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ. 1022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 96/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-10 को प्राप्त हुआ था।

[सं. एल-20012/90/88-डी.4(ए)आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1022—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 96/89) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 29-3-10.

[No. L-20012/90/88-D.4(A)IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1, DHANBAD**

In the matter of reference U/s. 10 (1) (d) (2A) of the Industrial Disputes Act, 1947

Reference No. 96 of 1989

Parties: Employers in relation to the management of Lohapatti Colliery of M/s. B.C.C. Ltd.

And

Their workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the employers : Shri D. K. Verma, Advocate

For the workman : None.

State : Jharkhand.

Industry : Coal

Dated, the 11th March, 2010

AWARD

By Order No. L-20012/90/88-D-4(A)/I.R. (Coal-I) dated 28-8-89 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management in denying employment to Shri Atwari Bhuiya, Miner/Loader, who was transferred from Barora Area No. I to Mahuda Area No. II vide their letter No. GM-I/PD/4811/80 dated 10/14-9-80 is justified? If not, to what relief is the workman entitled to ?”

2. The Written statement has been filed on behalf of the concerned workman stating that Atwari Bhuiya was originally appointed as permanent Miner/Loader by letter dated 9-10-79 by the management of Barora Area. Thereafter he was transferred to Lohapatti colliery by an office order dated 10-14-9-1980. It has been submitted that the concerned workman is an illiterate workman and the management is taking advantage of his illiteracy and did not allow him to resume his duty. The concerned and the union represented before the management several times for allowing the concerned workman to resume his duty but the management did not pay any heed to their request. Seeing no other alternative the union raised an industrial dispute before the A.L.C. (C). The conciliation proceeding ultimately failed due to adamant attitude of the management. Thereafter the present dispute has been referred to this Tribunal for adjudication.

It has been prayed before this Tribunal to answer the reference in favour of the workman by directing the

management to reinstate the concerned workman with full back wages.

3. The management has filed written statement stating therein that Atwari Bhuia did not at any time produce before the management of Lohapatti colliery any documents relating to his appointment in Barora Area No. I or about his transfer to Lohapatti colliery. When the sponsoring union raised the purported dispute, it took a definite stand to the effect that one Sri Atwari Bhuia was appointed in Barora colliery and that he was transferred from Barora colliery to Lohapatti colliery. During the course of conciliation proceeding, the union concerned could not produce any documents that any such person was appointed in Barora colliery or that he was transferred to Lohapatti colliery. It could not also produce any documents that any such person had worked in Barora Area No. I. If the person concerned had worked earlier in Barora Area No. I he would have been issued with an Identity Card and no such Identity Card was ever produced by the union concerned either before the management or before any authority. If any such person had also worked in Barora Area No. I, he would also have become a member of the C.M.P.F. Scheme and he would also have been allotted a C.M.P.F. Number, but neither the union nor the person concerned ever furnished any such information to the management. In view of the facts and circumstances, the employers submit that the management of Lohapatti colliery is not required to provide any employment to any person referred to in the Reference order.

It has been prayed before this Hon'ble Tribunal be pleased to pass the award by rejecting the prayer/claim of the concerned union.

In rejoinder the management has stated almost same facts as has been stated in its written statement.

4. Notices were sent to the parties by speed post on 8-5-2009 fixing the case for hearing of argument on merit on 1-6-2009.

5. Argument was heard on behalf of the management, but none appeared on behalf of the workman. Direction was given to the workman to file written argument within 15 days, but no written argument has been produced.

6. As per written statement the contention of the concerned workman is that he was transferred from Barora colliery to Lohapatti colliery vide office order No. CM-I/PD/4811/80 dated 10/14-9-1980, but he was not allowed to resume his duty. The matter was raised before the A.L.C. (C) but it was ended in failure. So the above dispute has been referred for adjudication to this Tribunal by the Ministry of Labour.

7. The management's contention is that the concerned workman was never transferred from Barora colliery to Lohapatti colliery. The concerned workman has

not produced any document to show that he had been transferred from Barora colliery to Lohapatti colliery. He has not filed his appointment letter or transfer letter. He has not produced any Identity Card before the management, so that he may be allowed to join. The entire claim of the union is fake and fictitious which relates to a fake person. So he cannot be in any view given any relief by this Hon'ble Tribunal. In this respect the order which has been filed in Ext. M-1 which is conciliation proceeding in which it has been stated that his claim is false to resume his duty to Lohapatti Area. The order has been passed for transfer from Barora Area to Mohuda Area to Atwari Bhuia. But no order has been filed by the concerned workman as it has been alleged that he was transferred from Barora Area to Lohapatti colliery. Moreover, the concerned workman has not filed Identity Card of Barora colliery and pay slip which may show that he was working at Barora Area.

In view of such discussions made above, it is held that the concerned workman is not entitled to any relief.

8. Accordingly, I render the following award—

The action of the management in denying employment to Shri Atwari Bhuia, Miner/Loader, who was transferred from Barora Area No. I to Mohuda Area No. II vide their letter No. GM-I/PD/4811/80 dated 10/11-9-80 is justified and the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ. 1023.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी. सी. लिमिटेड. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 24/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-10 को प्राप्त हुआ था।

[सं. एल-20012/252/89-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/90) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.Ltd and their workmen, which was received by the Central Government on 29-3-10.

[No. L-20012/252/89-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1, DHANBAD**

In the matter of a reference U/s. 10 (1) (d) (2A) of the
Industrial Disputes Act, 1947.

Reference No. 24 of 1990

Parties: Employers in relation to the management of
Kuju Area of M/s. Central Coalfield Ltd.

AND

Their workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : None

For the Workman : None

State : Jharkhand.

Industry : Coal

Dated, the 10th March, 2010

AWARD

By Order No. L-20012/252/89-I.R. (Coal-I) dated 12-2-1990 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of General Manager (K), Kuju Area of C.C.L. P.O. Kuju, Dist. Hazaribagh by not reinstating the service of Shri Sheo Shankar Singh, Ex-Security Guard w.e.f. 27-10-1988 (Forenoon) alongwith back wages and other benefits provided by the management from time to time is legal and justified ? If not, to what relief the workman concerned is entitled ?”

2. The case of the concerned workman, as per written statement, is that he was working as Security Guard in the G.M. Office, Kuju Area of M/s. C.C.Ltd. He was issued with a charge-sheet dated 11-3-1982 which reads as “while you were on duty in the night of 7-3-1982 from 10 P.M. to 6 A.M. in the backside yard of Regional Stores, Kuju Area, a Jeep No. BHM-473 which was parked there was stolen due to your negligence of duty.”

At the same time the management of C.C.L. filed an F.I.R. with regard to the alleged theft of the Jeep in question with the police and the concerned workman was arrested by the police on the basis of F.I.R. though the concerned workman was not named in the F.I.R. Since the concerned workman was arrested and lodged in the jail he could not receive the charge-sheet and he could not submit any reply to the charge-sheet in question. The allegation contained in the charge-sheet was totally false and motivated. On the

date of alleged occurrence of theft of Jeep No. BHM-473 the concerned workman was on duty from 10 P.M. on 7-3-1982 to 6 A.M. on 8-3-1982 and no jeep of the number quoted above was handed over to him by any one for safe custody and no jeep was stolen during the duty hours of the concerned workman. It is suspected that the jeep in question was stolen while it was under the custody of the concerned officer and the concerned workman has made a scape-goat. A domestic enquiry was held and during the domestic enquiry none of the witnesses examined by the management said anything against the concerned workman and when his co-worker Sri R.L. Paswan, S.A. & F.A.M. (B) Office Barkakhana started cross-examination of the management witnesses, all witnesses were declared hostile and nothing was proved against the concerned workman. Again a 2nd enquiry was held by the management but no charges could be proved against the concerned workman. Ultimately the concerned workman was dismissed from service w.e.f. 27-10-1983. After acquittal from criminal charges under Section 379 I.P.C. by judgement dated 25th September, 1987 the concerned workman approached the management for his re-instatement in his service and submitted an application dated 17-12-1987 alongwith the copy of the said judgement of the Court to the management but nothing came out of such representation. Thereafter he raised an industrial dispute and the same has been referred to this Hon'ble Tribunal for adjudication.

It has been prayed before this Tribunal to please pass an award in favour of the workman by directing the management to re-instate the concerned workman w.e.f. 27-10-1983 with full back wages.

3. written statement has been filed by the management stating that the concerned workman was previously employed as a Security Guard in Kuju Area of M/s. CCL and at that relevant time he was posted at the office of General Manager, Kuju Area. It was the duty of the concerned workman as a Security Guard to protect among other things the property of the management. He was on duty from 10 P.M. of 7-3-82 to 6 A.M. of 8-3-82 at the Regional Stores of Kuju Area of M/s. CCL. During his duty hours Jeep No. BHM 473 which was parked in the regional Stores of Kuju Area, was stolen due to his negligence of duty. He was issued with a charge-sheet. The concerned workman submitted his reply which was found not satisfactory. Thereafter, the management ordered a regular domestic enquiry and appointed an Enquiry Officer. But due notice to the concerned workman, the Enquiry Officer held an enquiry in which he fully participated. The witnesses of the management were examined in his present and he was given an opportunity to cross-examine them. He was also given opportunity to defend his case. After holding enquiry the Enquiry Officer submitted his report of enquiry in which he held the concerned workman guilty of the charge framed against him. The report of the Enquiry Officer was fully considered

along with the proceedings of enquiry by the Disciplinary Authority who accepted the findings of the Enquiry Officer and accordingly the concerned workman was dismissed from service w.e.f. 23-10-88. The domestic enquiry was held in accordance with principles of natural justice.

It has been prayed that the Hon'ble Tribunal be pleased to hold that the action of the management in dismissing the concerned workman w.e.f. 23-10-88 is fully justified and he is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman has examined himself as WW-1 who has proved Ext. W-1.

The management has produced MW-1, Somra Oraon, MW-2, Md. Samsuddin and MW-3, Prakash Shankar Verma.

6. The management's witness MW-1 has stated that he had given the charge to the concerned workman of the stores on 7-3-82 and his duty was from 10 PM to 6 AM on 8-3-82 and the vehicle No. BHM-473 was stolen due to negligence of the concerned workman. MW-2 was Driver who used to park the vehicle at Regional Stores. On 7-3-82 he had parked the vehicle at the Regional Store parking area at about 6 PM. At about 8 A.M. next morning when he came to duty he found that the jeep was missing. He brought the fact to the knowledge of MW-3, Asstt. Chief Security Officer who lodged F.I.R. regarding missing of the vehicle. He stated that the concerned workman was on duty from 10 P.M. of 7-3-82 to 6 A.M. of 8-3-82.

7. Main argument advanced on behalf of the concerned workman is that he was acquitted because the duty register was not produced before criminal court and it has been stated by the Investigating Officer in criminal court that he has not received duty register and he has not seized duty register. There is no doubt that the concerned workman was posted with the management and his duty was from 7-3-82 at 10 PM to 6 AM of 8-3-82. It has not been denied by the concerned workman. In the criminal case the prosecution has failed to prove its case beyond all reasonable doubts. But in the departmental enquiry it is not so. When the concerned workman was posted for duty to guard the property of the management from 10PM of 7-3-82 to 6 AM of 8-3-82 at Regional Stores, it was his duty to guard the property of the management, but in the night of 7-3-82 during his shift duty the vehicle was stolen causing loss to the management.

8. Another argument advanced on behalf of the concerned workman is that he has been falsely implicated but it does not seem to be genuine as there is no enmity with the officer who has lodged F.I.R. with the police.

9. Notice was sent on 12-8-2002 but no one appeared on behalf of the concerned workman to take any step in the matter.

10. The concerned workman (WW-1) stated in cross-examination at page 2 that "I had taken over charge from Somra Oran. It shows that he was performing his duty in the night when the vehicle was stolen.

11. Another argument advanced on behalf of the concerned workman that the vehicle register has not been produced in the domestic enquiry. There was no requirement of vehicle register when the person who parked the vehicle, MW-2 stated that he parked the vehicle at the Regional Store Parking area and at about 8 AM next morning he came to duty and found the jeep missing. He stated that "I cannot say why that vehicle register has not been presented during domestic enquiry. WW-1 stated in cross-examination at page 2 that "I had taken over charge of the vehicle already parked in the Regional Stores". So, it shows that due to his negligence the vehicle was stolen and which chargesheet was issued and later on he was dismissed from service.

12. In view of the discussions made above, I hold that the action of the General Manager (K), Kuju Area of M/s. C.C.Ltd., P.O. Kuju, Dist. Hazaribagh by not reinstating the service of Sheo Shankar Singh, Ex-Security Guard w.e.f. 27-10-83 with back wages and other benefits provided by the management from time to time is legal and justified. Hence the concerned workman is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ.1024-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 44/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-10 को प्राप्त हुआ था।

[सं. एल-20012/54/88-डी. 4 (ए)-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1024—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/89) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B. C. C. Ltd. and their workman, which was received by the Central Government on 29-3-10.

[No. L-20012/54/88-D-4 (A)-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1, AT DHANBAD****Present : Shri H. M. Singh, Presiding Officer**In the matter of Industrial Dispute under Section 10 (1)
(d) of the I.D. Act, 1947.**Reference No. 44 of 1989****Parties:** Employers in relation to the management of
Amlabad Colliery of M/s. B. C. C. L. and their
workman.**APPEARANCES**

On behalf of the workman : None

On behalf of the Employers : None

State : Jharkhand. Industry : Coal

Dated, Dhanbad, the 18th March, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/54/88-D.4 (A)-IR (Coal-I) dated, 16th March, 1989.

SCHEDULE

“Whether the action of the management of Amlabad Colliery of M/s. B.C.C.L., P.O. Amlabad, Dt. Dhanbad in superannuating Shri Ananda Dasandhi, Mining Sirdar, w.e.f. 1-5-1987 when the age of the employee in his Identity Card and Mining Sirdar-ship Certificate are 1-3-1928 is justified? If not, to what relief the workman concerned is entitled?”

2. In this case both the parties appeared and filed their respective W.S. rejoinders etc. The case thereafter proceeded along its course. Subsequently in course of proceeding the concerned workman involved in the dispute died and thereafter a substitution petition has been filed on behalf of the deceased workman. For hearing the substitution petition several opportunities were granted to the parties. But no step has been taken either of the party.

Since the concerned workman had died and no step has been taken by the parties for hearing of the substitution petition, a ‘No dispute’ Award is passed in this case presuming non-existence of any industrial dispute between the parties.

H. M. SINGH, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का.आ.1025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स

बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 25/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-10 को प्राप्त हुआ था।

[सं. एल-20012/245/2003-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1025—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/04) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 29-3-10.

[No. L-20012/245/2003-IR (C-1)]

SNEH LATA JAWAS, Desk Officer**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 1, DHANBAD**In the matter of reference U/s. 10 (1) (d) (2A) of the
Industrial Disputes Act, 1947.**Reference No. 25 of 2004****Parties:** Employers in relation to the management of
Kustore Area of M/s. B. C. C. L.

And

Their workman

Present : Shri H. M. Singh, Presiding Officer**APPEARANCES**

For the employers : Shri U. N. Lal, Advocate

For the workman : Shri N. M. Kumar, Advocate.

State : Jharkhand.

Industry : Coal

Dated, Dhanbad, 15th March, 2010

AWARD

By Order No. L-20012/245/2003-I.R. (C-1) dated 12-3-2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of Jharkhand Janta Mazdoor Union from the management of BCCL, Kustore Area to regularise the services of Shri Nirmal Mahato as Driver is justified? If so, to what relief is the workman entitled and from what date?”

2. The record was put up before Lok Adalat. Shri U.N. Lal, Advocate, appearing on behalf of the management filed two items of documents.

A petition was filed on behalf of the workman stating therein that the concerned workman is not interested to proceed the case further and an prayer was made to withdraw the case.

In view of such submission I allowed to withdraw the case and accordingly passed a 'No Dispute' award in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 29 मार्च, 2010

का. आ. 1026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स टिस्को के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1, धनबाद के पंचाट (संदर्भ संख्या 82/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-3-2010 को प्राप्त हुआ था।

[सं. एल-20012/59/87-डी. III (ए)-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 29th March, 2010

S.O. 1026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/89) of the Central Government Industrial Tribunal No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Tisco and their workmen, which was received by the Central Government on 29-3-2010.

[No. L-20012/59/87-D.III (A)-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 82 of 1989

Parties: Employers in relation to management of Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd. and their workmen Ministry's order No. L-20012/59/87-D.III (A)-IR (C-1) dated 26-6-89.

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the employers : Shri D. K. Verma, Advocate

For the workman : None

State : Jharkhand. : Industry : Coal

Dated, the 12th March, 2010

AWARD

The Central Government in the Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd. in denying Cat. IV to Shri Bijay Mahato and 18 other stowing Mazdoors shown in the Annexure is justified? If not, to what relief the concerned workman entitled to?"

2. Written statement has been filed on behalf of the concerned workmen stating that Bijay Mahto and 18 others have been working in permanent post in Sijua Colliery of M/s. TISCO Ltd. They have been designated as stowing Mazdoor and have been placed in category-III. The management is taking extra work from them without paying them wages of higher category for doing extra work. The extra work which is taken from them is of transporting casting iron pipes from store to the pit mouth and also to the working places where stowing operation is made. They demanded upgradation to Category-IV for transporting casting of 6" iron pipes from surface to underground and also from store to the working sections. They made representation to the management but without any effect. The sponsoring union raised industrial dispute which ended in failure, resulting to the present dispute.

It has been prayed that the Hon'ble Tribunal be graciously pleased to answer the reference in favour of the workmen.

3. written statement has been filed by the management stating that as per the wage Board Recommendations read with NCWA, the stowing Mazdoors are placed in Category-II whereas Stowing Mistries are placed in Category-IV. Similarly Stowing pipe Mazdoors are placed in Category-II and Stowing Pipe fitters are placed in Category-IV. The Tyndals had been placed in Category-IV. Considering the nature of jobs performed by the concerned workmen they have been placed in Category-III in consultation with Rashtriya Colliery Mazdoor Sangh, the recognised union. The prescribed duty of Stowing Mazdoors under the control and supervision of Stowing Mistries is to carry the material like Bamboo mattings, ropes, nails etc. from surface to underground workings and to assist the Timber Mistry for preparation of barricad. The concerned workmen also carry tools, joints, bends, bolt-cuts, short-pieces etc. from surface to underground to assist the Stowing Fitters in laying Stowing pipe range, repairing and maintenance of stowing pipe joints, re-opening of joints etc. They carry the stowing pipe underground one place to another and assist the Stowing Fitter in proper lay out of the stowing pipes for the purpose of effecting hydraulic sand stowing. The

Stowing Fitters have been fixed in Category-IV and the stowing Mazdoors have been fixed in Category-III. The demand of the sponsoring union for Category-IV fixed for Stowing Fitter and heavy Tyndals is not only absurd but also fantastic. It has been submitted that the concerned workmen are getting one category higher than that of Mazdoors, they should ungrudgingly perform all types of jobs connected with sand stowing machineries. As such, the concerned workmen are not entitled to Category-IV wages.

It has been prayed that this Hon'ble Tribunal be pleased to pass an award in favour of the management holding that the concerned workmen are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. Notices were issued to the parties on 8-5-2009 by speed post fixing the date on 1-6-2009 for hearing of argument on merit. But none appeared on behalf of the workmen to argue the case on merit.

6. Perused the record. Management produced MW-1, Arabinda Basu. The concerned workmen produced WW-1, D.D. Paswan.

7. The main contention of the workman is that he has been given Category-III, but he has not been given Category-IV.

8. The management's contention is that the concerned workmen cannot be given Category-IV, because Category-IV is specialised job which is given only in such person, Stowing Pipe Fitters and Tyndals. The concerned workmen are not Stowing Mistry. The concerned workmen are not Stowing Mistry, Stowing Pipe Fitters and Tyndals. They are helping them. They have been placed in Category-II and later on they have been placed in Category-III. They cannot be given Category-IV.

In this respect the evidence of the concerned workman is important. WW-1, D.D. Paswan has stated that "There is stowing fitter in our department. We used to work with the stowing fitter. Stowing fitter gets Category-IV. Workmen working with Stowing Fitter are given Category-II of Category-III. Initially we were appointed as Category-I and on promotion some were given Category-II and Category-III. As per stowing fitter after completion of the work we used to take pipe to the other

work site on asking of the fitter and again work is done there." In cross-examination at page 2, he also stated that "we help fitter in fitting the pipe and bolting it. Sometime the pipe is blocked and we reopen it. We work of stowing with stowing wherever he goes. Tyndals are given Category-IV and V." This statement of the concerned workman clearly shows that he is helping stowing Mistry and Tyndals. He is not performing the job of Stowing Mistry, Stowing Pipe Fitter and Tyndal and he has been given from Category-I to Category-III. So, in any way these workmen are not entitled to Category-IV.

9. Accordingly, I render the following award-

The action of the management of Sijua Colliery of M/s. Tata Iron and Steel Co. Ltd. in denying Category-IV to Shri Bijay Mahato and 18 other Stowing Mazdoors shown in the Annexure is justified and the concerned workmen are not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 31 मार्च, 2010

का.आ. 1027-केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :

उप-क्षेत्रीय कार्यालय,
कर्मचारी राज्य बीमा निगम, गुडगांव ।

[सं. ई-11017/1/2006-रा.भा.नि.]

के. एम. गुप्ता, आर्थिक सलाहकार

New Delhi, the 31st March, 2010

S.O. 1027—In pursuance of Sub-Rule (4) of rule 10 of the Official Language (Use for official purposes of the Union) rules, 1976 (as amended 1987), the Central Government hereby notifies following office under the administrative control of the Ministry of Labour & Employment, at least 80% Staff whereof have acquired working knowledge of Hindi :-

Sub-Regional Office,
ESIC, Gurgaon.

[No.E-11017/1/2006-RBN]

K. M. GUPTA, Economic Advisor